



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY CENTER
AGENDA
6:30 PM, Tuesday, November 10, 2020**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Recognition of Mayor Ash and Mayor Pro Tem Travis

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

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| Item No. 1 - Minutes Approval | Consider approval of the minutes from the City Council meeting held October 27, 2020. |
| Item No. 2 - Legislative Priorities | Consider list of Legislative Priorities to include our upcoming Master Plan projects and other overall priorities. |
| Item No. 3 - Canvassing Board Appointment | Consider appointment of canvassing board members for the January 5, 2021 Special Election for Seat 4. |
| Item No. 4 - Surplus Request | Consider declaring end of life inventory as surplus from the departments of: Information Technology, Fire and Public Services and dispose of in accordance with the Purchasing Policy. |
| Item No. 5 - Bid Award | Consider awarding bid to Central Lock & Hardware Supply East, Inc. d/b/a Central East Warehouse to purchase restroom upgrades in the total CARES Act funding amount of \$119,186. |
| Item No. 6 - Terminate Contract | Consider contract termination between the City of Clermont and ESX Construction, LLC. in the lump sum amount of \$179,000. |

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| Item No. 7 - Piggyback Purchase | Recommend request to piggyback the Florida Sheriffs Association contract with Lou Bachrodt Freightliner to purchase one (1) dump truck in the budgeted amount of \$105,246. |
| Item No. 8 - Piggyback Purchase | Consider piggyback of the Florida Sheriffs Association contract with Duval Ford to purchase three (3) vehicles in the budgeted amount of \$72,903. |
| Item No. 9 - Piggyback Purchase | Consider piggyback of the Florida Sheriffs Association contract with Container Systems & Equipment Company, Inc. and Ring Power Corp. to purchase one (1) sweeper truck, one (1) compactor and one (1) vacuum excavation vehicle in the total budgeted amount of \$715,182. |
| Item No. 10 - Piggyback Agreement | Consider piggyback of Omnia Partners contract with CDW Government to provide IT Solutions and Services in the estimated budgeted amount of \$100,000. |
| Item No. 11 - Piggyback Agreement | Consider piggyback of Omnia Partners contract with SHI International Corp. to provide IT Solutions and Services in the estimated budgeted amount of \$100,000. |
| Item No. 12 - Piggyback Agreement | Consider piggyback of City of Largo contract with BLD Services, LLC. to provide Trenchless Sanitary and Storm Sewer Rehabilitation in the estimated annual amount of \$100,000. |
| Item No. 13 - Employee Benefit Changes | Consider employee group medical and dental plan changes effective January 1, 2021. |
| Item No. 14 - Resolution No. 2020-69R | Consider approval of an updated Comprehensive Fee Schedule. |
| Item No. 15 - Resolution No. 2020-70R | Consider Fiscal Year 2020 Budget Amendment. |

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| Item No. 16 - Event and Road Closure Request | Consider Mega Food Truck event and road closure in downtown Clermont on January 16, 2021. |
| Item No. 17 - Event and Road Closure Request | Consider event and road closures request for the Clermont Downtown Partnership to host annual "Downtown Clermont Home and Garden Show" on February 27, 2021. |
| Item No. 18 - Event and Road Closure Request | Consider Downtown Partnership request to host weekly Farmer's Market with road closures for 12 months. |

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 19 - Ordinance No. 2020-30 <i>Final
Encompass Health PUD</i> | Consider rezoning of 32 +/- acres along SR 50 between Hancock Road and Emil Jahna for two different uses. Phase 1 is for a 100-bed rehabilitation center and phase 2 is for C-2 General Commercial uses. |
| Item No. 20 - Ordinance No. 2020-38 <i>Final
Sign Code Amendment</i> | Consider approval of text amendment to the Land Development Code, Chapter 102 Signs, adding Section 102-26 Other Signs. |
| Item No. 21 - Ordinance No. 2020-39 <i>Final
Highland Ranch</i> | Consider vacating unnamed 30 foot right-of-way. |

NEW BUSINESS

- | | |
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| Item No. 22 - Variance Request
<i>East Desoto Street</i> | Consider request to allow for a lot width less than 75 feet for a vacant parcel located on the west side of Bloxam Avenue on East Desoto Street. |
| Item No. 23 - Variance Request
<i>Toyota of Clermont</i> | Consider request to allow the number of wall signs to exceed the maximum number of signs permitted for property located at 13840 Autoplex Lane. |
| Item No. 24 - Variance Request
<i>1651 2nd Street</i> | Withdrawn |
| Item No. 25 - Resolution No. 2020-68R
<i>Citizen Advisory Committee</i> | Consider establishing an advisory committee to bring the Police Department feedback from the community concerning public safety issues. |

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Item No. 26 - Ordinance No. 2020-40
Introduction
Olympus Zoning

Consider Planned Unit Development
amendment to Olympus Sports and
Entertainment.

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
OCTOBER 27, 2020

The City Council met in a regular meeting on Tuesday, October 27, 2020 in the Clermont City Council Chambers. Mayor Pro Tem Travis called the meeting to order at 6:30 pm with the following Council Members present: Council Members Bates and Purvis.

Absent: Mayor Ash

Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Cuqui Whitehead followed by the Pledge of Allegiance.

PROCLAMATIONS

A proclamation was presented to Lt. Gary Schindele in recognition of Red Ribbon Week. The proclamation was read into the record by City Clerk Howe.

A proclamation was read into the record by City Clerk Howe in recognition of Arbor Day 2020.

REPORTS

CITY MANAGER REPORT

City Manager Gray informed the Council that Mayor Ash is still recovering, and is doing better. He then publically informed the Council that he has accepted a position with Orange County as Deputy County Administrator. He was appointed and confirmed by the Board of County Commissioners that morning and his last day will be December 11. He recommends the Board wait until after January 5 to appoint a new City Manager so that it is done with a full City Council. He has been working with Assistant City Manager Dauderis and Human Resources to update the City Manager job description which will be made available for the Council to review. He also recommends that Ms. Dauderis be allowed to lead the city until a decision is made to move forward.

There was discussion among the Council Members as to whether to appoint Ms. Dauderis that night or wait a couple meetings.

MOTION TO APPOINT to the position of Interim City Manager, Susan Dauderis, effective upon the resignation of Darren Gray made by Council Member Purvis. Seconded by Council Member Bates. Passed unanimously with all members present voicing aye.

PUBLIC COMMENTS

Vincent Nimicek, 4569 Barrister Drive, Clermont – Mr. Nimicek attended the Lake County Commission meeting and witnessed there 5 to 0 approval of an additional 80 homes on Hartwood Marsh Road. He now understands the pain the City has had to put up with. He publicly apologized to City Manager Gray and thanked him for his service.

City Manager Gray informed the Council that the City did send a formal letter of objection to the development and staff attended the hearing. He accepted Mr. Nimicek's apology.

Charlene Forth, 939 W. Desoto Street, Clermont – congratulated City Manager Gray.

Lavonte Rogers, 667 W. Osceola Street, Clermont – Thanked Inside Clermont for the "Meet the Candidates" forum. Also, thanked City Manager Gray for his assistance with Moonlight Players.

Kiah Mohammad, 177 – Opposes 5G technology in Clermont.

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David Surter, Fruitland Park – Encouraged people to vote.

Max Krusinski, 3497 Embers Lane, Clermont – Congratulated City Manager Gray. Encouraged the Council to be braver and lead with regards to events and businesses and Covid-19. A lot of businesses looking for direction and support.

Seeing no further comments from the public, Mayor Pro Tem Travis asked City Manager Gray if there was anything else to report.

City Manager Gray asked the Council if they would like to cancel the workshop on November 17 and the Council meeting on November 24.

MOTION TO CANCEL the workshop on November 17 and the meeting of November 24, 2020 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

City Manager Gray continued by addressing complaints regarding Parks and Recreation. Those issues have been resolved, and the staff is looking to update policies. City Manager Gray then asked Assistant City Manager Dauderis to provide an update on the CARES Act.

Assistant City Manager Dauderis informed the Council that the CARES Act funds were approved yesterday. Clermont will receive \$1.9 million of which \$634,000 was submitted for reimbursement. The remaining \$1.3 million will be spent before December 1 and all projects completed by December 30. In order to cover costs the County applied and receive a line of credit. Clermont should receive the dollars within the next week, and will receive remaining funds after receipts are submitted.

Council Member Purvis asked if the received funds will be used to reimburse the City's reserves. City Manager Gray responded that the funds taken out of reserves will be replaced.

REPORTS

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Bates – No report.

Council Member Purvis – Attended a funeral for Dr. Stevens of Montverde Academy

Mayor Pro Tem Travis –

- Attended Lake Apopka Natural Gas meeting.
- Shout out to the staff at Cooper Memorial Library.
- Youth Council packaging toiletry bags for the homeless. Thanked City Clerk Howe for all her work with them.
- Will be walking with the Fire Department for Breast Cancer Awareness Month.

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

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Item No. 1 – Minutes Approval

Consider the approval of minutes of September 22, 2020 and October 13, 2020 Council meetings.

Item No. 2 – Temporary Access License

Consider approval of temporary access license agreement between the City and the Art District.

Item No. 3 – Piggyback Agreement

Consider FMPA contract piggyback with Ferguson Waterworks to provide the purchase and delivery of water and wastewater supplies in the estimated budgeted amount of \$150,000.

Item No. 4 – Event, Road Closure & Alcohol Request Consider event, road closures and alcohol request for “LIVE at Victory Pointe” on March 20, 2021.

Council Member Purvis asked that agenda item 2 be pulled for further discussion. City Manager Gray informed the Council that the race course in item 4 is the same as what was approved for November. The November race was cancelled and now there is one scheduled for March.

MOTION TO APPROVE items 1, 3 and 4 of the consent agenda for October 27, 2020 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

City Attorney Mantzaris informed the Council that this is a temporary license with a 60 day termination. Council Member Purvis asked what happens if one party cancels at the end of the 60 days. City Attorney Mantzaris said that it is to provide access for the public, so if it is canceled the public will not have access.

MOTION TO APPROVE item 2 of the consent agenda for October 27, 2020 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 5 – Light Up Clermont Discussion

Parks and Recreation Director Scott Davidoff presented a follow-up on the Light Up Clermont alternative options. Director Davidoff highlighted the possible events that included:

- Virtual tree lighting ceremony with Mayor and City Council
- Clermont’s Enchanted Holiday Village of Trees – community organizations and local business tree displays at Victory Pointe.
- Downtown businesses holiday decorating contest.
- Cookie and Cocoa Walk.
- Kiwanis group will still decorate around Center Lake.
- Clermont Downtown Partnership will hold their Friday Food Truck event.
- Live Drive-by Nativity

City Manager Gray told the Council that the City has since learned that a number of churches already do live nativities.

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Mayor Pro Tem Travis opened the floor for comments from the public.

Charlene Forth, 939 W. Desoto Street, Clermont – Supported the options.

Melissa Norris, 1121 Lake McCormic, Clermont – Supported options. Would like to see more that would open the City more. Noted Groveland approved Christmas parade.

Lavonte Rogers, 667 W. Osceola Street, Clermont – Supports the option, but would like to see a full reopening. Groveland approved Christmas parade.

Unknown, Unknown – Speaking on behalf of Joa Macnalie. Suggested a drive thru light show.

Penny Macully – Speaking on behalf of Joa Macnalie. Suggested a drive in show.

Kimberly Grogan, 1030 W. Lakeshore, Clermont – Suggested Santa on a boat and fireworks on the lake. The Clermont Downtown Partnership would like to help with the marketing.

Seeing no further comments, the floor was closed.

Mayor Pro Tem Travis stated that unfortunately the fireworks are gone.

Council Member Bates asked about blocking off City Hall Park for the virtual ceremony instead of having it at the Arts & Recreation Center. There was discussion about crowd control. Director Davidoff said that they could have the food trucks spread further down Montrose to keep the crowds separated.

MOTION TO APPROVE all the suggested events except the nativity made by Council Member Purvis. Seconded by Council Member Bates. Passed unanimously with all members present voicing aye.

Item No. 6 – Ordinance No. 2020-33 FINAL – LDC Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT, CHAPTER 90 “CONCURRENCY MANAGEMENT”, ARTICLE I, “IN GENERAL”, SECTION 90-7 “ESTIMATION OF DEMAND FOR PROPOSED DEVELOPMENT”; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, CODIFICATION, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance into the record by legal title. Planning Manager Kruse made the staff presentation. Planner Kruse informed the Council that this is a staff initiated code change. In the past year, the City has approved bid awards to three (3) firms and the Development Services department rotates through these firms when assigned task orders. This ordinance provides clarity that the applicant is responsible to pay the review fee. Staff recommends approval and the Planning & Zoning Board approved the ordinance 7/0.

Mayor Pro Tem Travis opened the floor for comments from the public.

Charlene Forth, 939 W. Desoto Street, Clermont – Supports the text change.

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MOTION TO APPROVE and adopt Ordinance No. 2020-33 amending the Land Development Code made by Council Member Bates. Seconded by Council Member Purvis. Passed 3/0 on a roll call vote with all members present voicing aye.

Item No. 7 – Ordinance No. 2020-34 *FINAL* – Clermont Ridge Senior Villas Annexation

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

Item No. 8 – Ordinance No. 2020-35 *FINAL* – Clermont Ridge Senior Villas CPA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Item No. 9 – Ordinance No. 2020-36 *FINAL* – Clermont Ridge Senior Villas Rezoning

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND PUBLICATION.

Agenda items 7, 8, and 9 were heard together and read into the record by City Clerk Howe by legal title only. Planning Manager Kruse provided the staff presentation.

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Planning Manager Kruse informed the Council that the applicant is requesting annexation into the City of Clermont. The City will supply water and sewer as the property is within the City's service area. Staff recommends approval of the annexation.

Planning Manager Kruse continued that the applicant is asking for a small scale comprehensive plan amendment changing the density from Lake County urban medium to Clermont high density residential designation. This will allow up to 12 units per acre. The applicant has indicated that the additional dwelling units per acre will maximize the availability of needed senior housing in Clermont. The subject property is within 2,000 feet of South Lake Hospital, medical offices, public transportation and will not be out of character with surrounding properties. Staff recommends approval.

Planning Manager Kruse concluded stating the applicant is asking for a rezoning of the property to Planned Unit Development (PUD) so that the property can be age restricted and have up to 93 units available. The proposed development will be similar to the conceptual site plan. The proposal is for residential use only and is exempt from school concurrency requirements for capacity. The PUD zoning will allow for certain waivers of code regulations. The applicant is requesting that the units be allowed to be 550 sq. ft. instead of the required 600 sq. ft. minimum. Staff recommends approval of the request and the Planning & Zoning Board recommended approval 7/0.

Steve Smith, Clermont – *Applicant*. Mr. Smith talked to the Council about the growing demand for affordable housing in Clermont. This development will have 93 apartments for seniors. This could provide for additional people living on social security in the City of Clermont. On the east side development, they will be taking applications soon. They are projecting that there will be more people in need of affordable senior housing due to Covid-19.

Mayor Pro Tem Travis opened the floor for comments from the public.

Ebo Entsuah, 861 Skyridge Road, Clermont – Supports project for senior living.

Charlene Forth, 939 W. Desoto Street, Clermont – Says that the city minimum is 600 sq. ft. and the development should be held to nothing less than that.

Mr. Smith clarified they are asking for only 84 units, not 93, and that the units are 580 sq. ft. with the whole unit is over 600 sq. ft. when one includes the front porch.

City Manager Gray asked if Mr. Smith is saying that he does not need that waiver in the PUD. Development Services Director Henschel clarified that the outdoor porch is not considered in the calculation for livable space, and so Mr. Smith will still need the waiver.

Seeing no further comments from the public, Mayor Pro Tem Travis closed the floor.

Mayor Pro Tem Travis asked if any of the Council Members went to the development. She encouraged those to look at the development closely before voting on it. The slope is scary and she is disappointed that it is not being addressed. She asked if the fire department approved it.

City Manager Gray stated that the fire department will review in the next step of the process. Mr. Smith said the site has a 38 percent slope on all sidewalks which meets ADA regulations.

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City Manager Gray explained that the applicant is asking for a waiver to the code on sidewalks and if the fire department does not approve, the applicant will not receive a certificate of occupancy.

A member of the public wished to speak. Seeing no objection from Council, Mayor Pro Tem reopened the floor.

Tim Murry, 574 E. Desoto Street – expressed concerned with the square footage, topography of the land and price. He was told there would be a ramp for residents.

Seeing no further comments, the floor was again closed.

Mayor Pro Tem Travis asked if Mr. Smith could make the units at least 600 sq. ft. Mr. Smith said they would have to take the space from the front porch, and after consultation with his engineer, he ultimately agreed to the condition.

MOTION TO APPROVE and adopt Ordinance No. 2020-34 made by Council Member Bates. Seconded by Council Member Purvis. Passed 3/0 on roll call vote with all members present voicing aye.

MOTION TO APPROVE and adopt Ordinance No. 2020-35 made by Council Member Bates. Seconded by Council Member Purvis. Passed 3/0 on roll call vote with all members present voicing aye.

MOTION TO APPROVE and adopt Ordinance No. 2020-36 with the condition of the units being 600 sq. ft. and removal of the waiver for being less than 600 sq. ft. made by Council Member Bates. Motion died for lack of a second.

MOTION TO APPROVE and adopt Ordinance No. 2020-36 approving 84 units, a reduction in parking, and including a waiver from City Code allowing units to be only 580 sq. ft. made by Council Member Purvis. Seconded by Council Member Bates. Passed 3/0 on roll call vote with all members present voicing aye.

NEW BUSINESS

Item No. 10 – Resolution No. 2020-54R – *Beloved Church Office CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT,
LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO
ALLOW FOR A CHURCH OFFICE USE IN THE CBD CENTRAL BUSINESS
DISTRICT ZONING DISTRICT.

City Clerk Howe read the resolution into the record by title only. Development Services Director Henschel presented the Conditional Use Permit application. The proposed church office will not be out of character with the surrounding uses and will comply with regulations. Staff recommends approval.

Kevin Franklin, 1155 Arbor Hills Drive, Clermont – *Applicant*. They are a new church started in January 2019 who are in need of administrative office space. The space is capped at 15 individuals and will not be used for worship services as they meet on Sundays at Cypress Ridge Elementary.

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Mayor Pro Tem Travis opened the floor for comments from the public.

Christina Hertz Clark, SBS Realtors – *Building Owner Representative*. Recommends approval.

Charlene Forth, 939 W. Desoto Street, Clermont - Supports the request.

Seeing no further comment, the floor was closed.

MOTION TO APPROVE and adopt Resolution No.2020-54R for a Conditional Use Permit made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 11 – Ordinance No. 2020-30 INTRODUCTION – Encompass Health PUD

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, EFFECTIVE DATE, AND PUBLICATION.

MOTION TO INTRODUCE for future consideration Ordinance No. 2020-30 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 12 – Ordinance No. 2020-37 - WITHDRAWN

Item No. 13 – Ordinance No. 2020-38 INTRODUCTION – Sign Code Amendment

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 102 SIGNS; ADDING SECTIONS 102-26 OTHER SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

MOTION TO INTRODUCE for future consideration Ordinance No. 2020-38 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

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Item No. 14 – Ordinance No. 2020-39 INTRODUCTION – *Right of Way Vacation*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING AN UNNAMED PUBLIC RIGHT OF WAY LYING EAST OF TRACTS 21, 28,37,44 AND 53A, AND LYING WEST OF TRACTS 29, 36 AND 45, LAKE HIGHLAND COMPANY, ACCORDING TO THE PLAT THEREFORE AS RECORDED IN PLAT BOOK 3, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

MOTION TO INTRODUCE for future consideration Ordinance No. 2020-39 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

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ADJOURN: With no further comments, this meeting adjourned at 8:15pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Legislative Priorities		
Requested Action		
Staff recommends approval of this list of Legislative Priorities.		
Staff Report		
The City of Clermont has recently updated its list of Legislative Priorities to include our upcoming Master Plan projects and other overall priorities. Staff recommends approval of this list of Legislative Priorities. <u>Legislative Priorities</u> Tourist Development Tax Funding Expansion to Trails Public Safety Equipment: Replacement of Bunker Gear and Help Funding New Fire Station 2 Downtown-Waterfront Master Plan Streetscape Phase 3 New Public Services Complex and Waste Water Plant Expansion Legal Advertising Requirement Reduction		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



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Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Canvassing Board Appointment		
Requested Action		
Recommend approval of canvassing board members		
Staff Report		
The City of Clermont will have a Special Election on January 5, 2021 for Seat No. 4. The Canvassing Board consists of 3 members. There are a total of 5 canvassing board meetings requiring attendance by the entire Canvassing Board. The time and dates of those meetings are as follows: • Wednesday, December 30, 2020 at 9:00am • Monday, January 4, 2021 at 9:00am • Tuesday, January 5, 2021 at 5:00pm • Friday, January 8, 2021 at 9:00am • Monday, January 11, 2021 at 9:00am Staff recommends appointing City Clerk Tracy Ackroyd Howe, Procurement Services Director Freddy Suarez and Council Member Bates. All three of these individuals have previously served on the canvassing board and received training from the Supervisor of Elections office.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



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Surplus Request																														
Requested Action																														
Request to approve and declare end of life inventory as surplus from the Information Technology, the Fire Department and the Public Services Department and dispose of in accordance with the Purchasing Policy.																														
Staff Report																														
The Procurement Services Department, on behalf of the Information Technology Department, the Fire Department and the Public Services Department recommends approval of the above action. Information Technology Department <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(5)</td> <td>Dell Latitude E5450 Laptop</td> </tr> <tr> <td>(4)</td> <td>Dell Latitude E5440 Laptop</td> </tr> <tr> <td>(5)</td> <td>Dell Latitude E5570 Laptop</td> </tr> <tr> <td>(2)</td> <td>Dell OptiPlex 7040 Desktop Workstation</td> </tr> <tr> <td>(2)</td> <td>Dell OptiPlex 7010 Desktop Workstation</td> </tr> <tr> <td>(8)</td> <td>Dell OptiPlex 3020 Desktop Workstation</td> </tr> <tr> <td>(1)</td> <td>Dell Latitude 6520 Laptop</td> </tr> <tr> <td>(1)</td> <td>Dell Latitude E5430 Laptop</td> </tr> <tr> <td>(1)</td> <td>Dell Latitude D830 Laptop</td> </tr> </table> Fire Department <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(7)</td> <td>Panasonic FZ-G1 Tablets</td> </tr> </table> Public Services- Streets <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(10)</td> <td>Damaged Street Signs</td> </tr> </table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(5)	Dell Latitude E5450 Laptop	(4)	Dell Latitude E5440 Laptop	(5)	Dell Latitude E5570 Laptop	(2)	Dell OptiPlex 7040 Desktop Workstation	(2)	Dell OptiPlex 7010 Desktop Workstation	(8)	Dell OptiPlex 3020 Desktop Workstation	(1)	Dell Latitude 6520 Laptop	(1)	Dell Latitude E5430 Laptop	(1)	Dell Latitude D830 Laptop	Qty.	Property Description	(7)	Panasonic FZ-G1 Tablets	Qty.	Property Description	(10)	Damaged Street Signs
Qty.	Property Description																													
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(4)	Dell Latitude E5440 Laptop																													
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Qty.	Property Description																													
(7)	Panasonic FZ-G1 Tablets																													
Qty.	Property Description																													
(10)	Damaged Street Signs																													
Additional Analysis																														
Fiscal Impact Summary																														
Surplus property is anticipated to be sold for approximately \$500.00																														
Fiscal Impact	Fund Number and Description	Available Budget Amount																												
Exhibits Attached (copies of original agreements)																														
1. Information Technology Disposal Forms	Information Technology Disposal Forms.pdf																													
2. Fire Department Disposal Form	Fire Department Disposal Form.pdf																													
3. Public Services - Streets Disposal Form	Public Services - Streets Disposal Form.pdf																													



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5570 Vehicle No.
Miles / Hours: Serial / VIN: 317VM72
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard Drive (s) Clean - Windows 10 Operating system installed. Screen hinges broken

Director Signature: Donald C. Os

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5450 Vehicle No.
Miles / Hours: Serial / VIN: 6428N32
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard Drive (s) Clean - Windows 10 Operating system installed

Director Signature: Donald C. [Signature]

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5440 Vehicle No.
Miles / Hours: Serial / VIN: GDV5P12
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard Drive (s) Clean - Windows 10 Operating system installed

Director Signature: 

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5570 Vehicle No.
Miles / Hours: Serial / VIN: 2JHTM72
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** No Hard Drive

Director Signature: Donald C. De...

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5450 Vehicle No.
Miles / Hours: Serial / VIN: F828N32
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** No Hard Drive

Director Signature: Donald C. D...

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



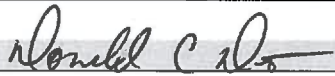
PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5450 Vehicle No.
Miles / Hours: Serial / VIN: H328N32
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** No Hard Drive

Director Signature: 

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5570 Vehicle No.
Miles / Hours: Serial / VIN: JTQJ0G2
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard Drive (s) wiped-No usable operating system

Director Signature: 

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5570 Vehicle No.
Miles / Hours: Serial / VIN: 3P9TM72
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** No hard drive

Director Signature: Donald C. [Signature]

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck stinson Phone: 7373
Year / Make / Model: Latitude E5450 Vehicle No.
Miles / Hours: Serial / VIN: 15KKQ32
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard drive (s) wiped - No usable operating system - No Ram

Director Signature: Donald C. Do

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5440 Vehicle No.
Miles / Hours: Serial / VIN: 1WB2J12
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

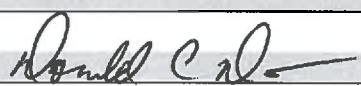
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard drive (s) wiped - No usable operating system

Director Signature: 

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5440 Vehicle No.
Miles / Hours: Serial / VIN: 6VDLYZ1
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard drive (s) wiped - No usable operating system

Director Signature: 

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 7379
Year / Make / Model: Latitude E5570 Vehicle No.
Miles / Hours: Serial / VIN: H50TTC2
Description of Property Dell laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard drive (s) wiped - No usable operating system

Director Signature: 

Date: 10/22/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 7010 Vehicle No.
Miles / Hours: Serial / VIN: JJL68Y1
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive(s) wiped - No usable operating system

Director Signature: 

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 3020 Vehicle No.
Miles / Hours: Serial / VIN: 657BV12
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive(s) wiped - No usable operating system

Director Signature: Donald C. [Signature]

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 3020 Vehicle No.
Miles / Hours: Serial / VIN: 4V3JL02
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard drive(s) wiped - No usable operating system

Director Signature: Donald C. [Signature]

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 3020 Vehicle No.
Miles / Hours: Serial / VIN: 7K6ND42
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard drive(s) wiped - No usable operating system

Director Signature: 

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 3020 Vehicle No.
Miles / Hours: Serial / VIN: 2W54V62
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive(s) wiped - No usable operating system

Director Signature: 

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 7010 Vehicle No.
Miles / Hours: Serial / VIN: HK5B9Z1
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive(s) wiped - No usable operating system - UNKNOWN HARDWARE FAILURE

Director Signature: Donald C. Davis

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 3020 Vehicle No.
Miles / Hours: Serial / VIN: 30ZPR22
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive(s) wiped - No usable operating system - UNKNOWN HARDWARE FAILURE

Director Signature: Donald C. Stinson

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 3020 Vehicle No.
Miles / Hours: Serial / VIN: 88H0W12
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive(s) wiped - No usable operating system

Director Signature: Donald C. [Signature]

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 3020 Vehicle No.
Miles / Hours: Serial / VIN: F6N6GZ1
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard drive(s) wiped - No usable operating system

Director Signature: Donald C. [Signature]

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 3020 Vehicle No.
Miles / Hours: Serial / VIN: CDW1P22
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive(s) wiped - No usable operating system

Director Signature: 

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 7040 Vehicle No.
Miles / Hours: Serial / VIN: 2MH9YJ2
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Hard drive(s) wiped - No usable operating system - No RAM installed - motherboard inoperable

Director Signature: Donald C. [Signature]

Date: 8/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: OptiPlex 7040 Vehicle No.
Miles / Hours: Serial / VIN: 93F6ZG2
Description of Property Dell Desktop Workstation

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive(s) wiped - No usable operating system - No RAM installed - motherboard inoperable

Director Signature: Donald C. [Signature]

Date: 6/28/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #: _____
Contact Person: Chuck Stinson Phone: _____
Year / Make / Model: Latitude 6520 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: BJMS2R1
Description of Property DELL LAPTOP

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

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☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☒ **OTHER:** No operating system - No power cord

Director Signature: [Signature]

Date: 8/21/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Phone:
Year / Make / Model: Latitude E5430 Vehicle No.
Miles / Hours: Serial / VIN: 4NR0KX1
Description of Property DELL LAPTOP

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** No Operating System - No Power Cord

Director Signature: Donald Cals

Date: 8/21/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Phone:
Year / Make / Model: DELL LATITUDE D830 Vehicle No.
Miles / Hours: Serial / VIN: H1D5MD1
Description of Property DELL LAPTOP

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☒ **OTHER:** No Operating System - No power cord

Director Signature: Donald C. [Signature]

Date: 8/21/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: See attached list
Contact Person: Sean Sacco Phone: 352-805-9009
Year / Make / Model: Panasonic FZ-G1 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: See attached List
Description of Property Outdated tablets

☒ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 10/20/2020

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Device	Serial #	City Id
TP 4	4KTSA10949	10497
TP 5	4KTSA11030	10494
TP 7	5BTSA46056	10501
TP 2	4KTSA10937	10495
TP 6	5BTSA46939	10500
TP 3	4KTSA10977	10496
	4KTSA11036	10597



PROPERTY DISPOSAL FORM

Dept. / Division: PW /STREETS Property Tag #: N/A
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Old damaged street signs

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 10-27-20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Central Lock & Hardware Supply East, Inc. d/b/a Central East Warehouse to purchase restroom upgrades.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 21-001 to purchase restroom upgrades. The RFB was fully competed, advertised, and complies with the City of Clermont Procurement Services Policy. There were six (6) responses to the RFB. The bid contained multiple line items with the award based on lowest price by individual items, group of items, all or none, with more than one respondent. Central East Warehouse is being recommended for line items 1, 2, 3 and 4 as the only responsive bidder with the total amount of \$119,186. The company Best Plumbing Specialties, who bid on line items 2,3 and 4 was deemed non-responsive due to not submitting any of the bid forms. Bayse Janitor Supply Company, Inc. is being recommended for award as the low responsive and responsible bidder for line items 5,6,7 and 8 in the total price of \$16,450.49.		
Additional Analysis		
Fiscal Impact Summary		
The total amount of this purchase is being funded through the City's CARE's Act allocation for FY 2021 in the total amount of \$135,636.49. Account code: 10542-55204-99003 Account code: 10549-55204-99003		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 21-001 Bid Tabulation	RFB 21-001 Bid Tabulation.xlsx	
2. RFB 21-001 Award Recommendation	RFB 21-001 Award Recommendation.pdf	

CITY OF CLERMONT**RESPONSE TABULATION**

Bid #21-001 Purchase of Restroom Upgrades

Item #	Item	Qty	Unit	Brenntag Mid-South Inc	
				Prod Code	Price
21-001--01	Lavatory Faucet Zurn Z6915-XL	180	each		
21-001--02	Kitchen Faucet Zurn Z6920	22	each		
21-001--03	Toilet Flush Valve Retrofit Sloan G2-RESS-C	164	each		
21-001--04	Urinal Flush Valve Retrofit Sloan G2-RESS-U	40	each		
21-001--05	Hand Soap Dispensers Simoniz SMZ-DAA73510	125	each		
21-001--06	Sanitizer Dispensers Simoniz SMZ-DAA13410	175	each		\$0.00
21-001--07	Disinfectant Hand Soap Simoniz SMZ-A0049152	63	case		\$0.00
21-001--08	Hand Sanitizer Simoniz SMZ-A0052100	44	case	628540	\$60.00

Addendum 1

		MD Science Lab LLC				Bayse Supply Co. Inc		
Total	Notes	Prod Code	Price	Total	Notes	Prod Code	Price	Total
\$0.00		MDSLWALL	\$50.00	\$8,750.00	Equivalent	SANIDISPTF	\$36.00	\$4,500.00
\$0.00						SANIDISPTF	\$36.00	\$6,300.00
							\$0.00	\$0.00
\$2,640.00	one gallon	MDSAH1G	\$45.00	\$1,980.00	Equivalent	1850004	\$88.00	\$3,872.00
Yes		Addendum 1		No		Addendum 1		Yes

Notes	Bayse Supply Co. Inc (alternate)				CleanALL Supply			
	Prod Code	Price	Total	Notes	Prod Code	Price	Total	Notes
Pour in aut					LUM-067140	\$49.85	\$6,231.25	Bulk pour to
Pour in aut					LUN-067140	\$49.85	\$8,723.75	Bulk pour li
	A0065004	\$28.23	\$1,778.49	Complete L	WHI-WC-387	\$69.95	\$4,406.85	WHISK 387
Instant Inst					CHE-CT-347	\$64.00	\$2,816.00	CHEMTRON
	Addendum 1		Yes		Addendum 1		Yes	

Best Plumbing Specialties Inc.				Central East Warehouse			
Prod Code	Price	Total	Notes	Prod Code	Price	Total	Notes
99062456	\$316.75	\$6,968.50		Z6915XL LF	\$263.00	\$47,340.00	
44501	\$311.33	\$51,058.12		Z6920-XL G(	\$317.00	\$6,974.00	
44502	\$311.33	\$12,453.20		3325400 SLI	\$318.00	\$52,152.00	
				3325402 G2	\$318.00	\$12,720.00	
				ALTERNATE	\$14.22	\$1,777.50	I am not far _
				ALTERNATI\	\$35.50	\$6,212.50	WE STOCK _

Addendum 1	No	Addendum 1	Yes
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Qualifications

Brenntag M	W-9
MD Science	W-9
Bayse Supp	W-9
CleanALL St	W-9
Best Plumb	W-9
Central Eas	W-9



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
OCTOBER 30, 2020
RFB 21-001 PURCHASE OF RESTROOM UPGRADES

Based on the results of the bid submittals, the Purchasing Department is recommending award by group to the following:

Central Lock & Hardware Supply East, Inc. d/b/a Central East Warehouse

Line items 1, 2, 3, and 4 in the total amount of \$119,186.

Bayse Janitor Supply Company, Inc.

Line items 5, 6, 7, and 8 in the total amount of \$16,450.49



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Terminate Contract		
Requested Action		
Recommend approval to terminate a contract between the City of Clermont and ESX Construction, LLC.		
Staff Report		
The Purchasing Department and the Public Services Department recommend approval of the above action. The City Council approved a contract with ESX Construction, LLC. on May 28, 2019 to provide construction of a Fire Hawk boathouse at Lakefront Park for the Fire Department. The total cost of the project is \$179,000. The contractor has not received a Notice to Proceed and no work has begun. Section XVI (16) of the Contract, allows the City to terminate the contract at any time by written notice to the contractor, whether or not the contractor is in default. See attached contract number 2019-42. Staff is recommending to terminate the contract due to a change of direction in the project.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact from termination of contract.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-42 Agreement	2019-42 Agreement.pdf	

CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this 28 day of May 2019, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "OWNER"), and ESX Construction, LLC., whose address is: 28720 Columbia Road, Tavares, FL 32778 (hereinafter referred to as "CONTRACTOR").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

SECTION I – SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work described in the specifications entitled:

RFB No. 19-039 titled Construction of Fire Hawk House,

as prepared by OWNER and its agents shall do everything required by this Contract and the other Contract Documents contained in the specifications, which are a part of these Documents.

SECTION II – THE CONTRACT SUM

The OWNER shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful tender of the United States, and subject to addition and deductions as provided in the Contract Documents, the Price Schedule, attached hereto and incorporated herein as Exhibit "A". The total contract sum shall not exceed ONE HUNDRED SEVENTY NINE THOUSAND DOLLARS (\$179,000).

SECTION III – COMMENCEMENT AND COMPLETION OF WORK

1) The CONTRACTOR shall commence work within ten (10) calendar days after receipt of (i) Notice to Proceed, (ii) Purchase Order and (iii) receipt of all permits required to perform the work, and the CONTRACTOR will substantially complete the same within SIXTY (60) calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Substantial Completion as provided herein shall be the day the project or designated portion thereof is certified by the OWNER's Architect/Engineer as sufficiently complete, in accordance with the Contract Documents, so the OWNER can occupy or utilize the work or designated portion thereof for the use for which it is intended. Final Completion shall be THIRTY (30) calendar days thereafter.

2) The CONTRACTOR shall prosecute the work with faithfulness and diligence.

3) The CONTRACTOR further declares he has examined the project site and that from personal knowledge and experience has made sufficient investigations to fully satisfy himself that such site is correct and suitable for the work and he assumes full responsibility therefore. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.

Any ambiguity or uncertainty in the Plans, Drawings or Specifications shall be interpreted and construed by the OWNER's designated Project Manager after consultation with the Project Architect, and the OWNER's Project Manager's decision shall be final and binding upon all parties, provided the OWNER agrees.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the OWNER or by any agent or representative as in compliance with the terms of this Contract and/or of the Drawings, Plans and Specifications covering said work shall not operate as a waiver by the OWNER of strict compliance with the terms of this Contract and/or the Drawings and Specifications covering said work; and the OWNER may require the CONTRACTOR and/or his Surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Drawings and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and or acceptance of any such work or material, are found to be defective or to fail and in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The CONTRACTOR shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the CONTRACTOR and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his Surety, who shall in any event be jointly and severally liable to the OWNER for all damages, loss and expense caused to the OWNER by reason of the CONTRACTOR'S breach of this Contract and/or his failure to comply strictly and in all things with this Contract and/or his failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

4) As-built drawings, warranties acceptable to OWNER must be submitted to the OWNER before final payment will be made to the CONTRACTOR.

SECTION IV – AUTHORIZED REPRESENTATIVES

1) Before starting work, CONTRACTOR shall designate a competent, authorized representative acceptable to OWNER to represent and act for CONTRACTOR and shall

inform OWNER in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for CONTRACTOR and shall specify any and all limitations of such authority. At the Pre-construction Conference, CONTRACTOR shall provide resumes of key personnel for OWNER's approval. CONTRACTOR shall keep OWNER informed in writing pursuant to the notice requirements provided herein of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress.

2) From the time of execution of the Contract, the OWNER shall have the right to remove the CONTRACTOR's representative from the project for inappropriate behavior including, but not limited to, lack of concern for residents, or acting in an unprofessional manner (i.e. argumentative with residents or OWNER's representative and the use of foul language).

3) All notices, determinations, instructions and other communications given to the authorized representatives of the CONTRACTOR shall be binding upon CONTRACTOR. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided for by Florida law.

4) The OWNER shall designate a Project Manager who will have limited authority to act for the OWNER. The OWNER will notify the CONTRACTOR in writing of the name of such representative(s). Any other City employees are not authorized OWNER representatives and any work performed by the CONTRACTOR without proper written authorization from the Project Manager as approved by OWNER, is performed at the CONTRACTOR's risk, and the City shall have no obligation to compensate the CONTRACTOR for such work.

SECTION V – LAWS AND REGULATIONS

1) CONTRACTOR and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time work is performed under this Contract.

2) If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify OWNER in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by OWNER as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made, if applicable.

3) If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to OWNER who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware

of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the work.

SECTION VI – CODE RELATED INSPECTIONS

The CONTRACTOR recognizes that the City of Clermont is the governing jurisdiction charged with the inspection of improvements to real property for code compliance and the improvements to be made by the CONTRACTOR pursuant to this contract may be subject to inspection by City of Clermont or its agents. The CONTRACTOR agrees that it will not assert, as a City-caused delay or as a defense of any delay on the part of the CONTRACTOR, any good faith action or series of actions on the part of the City or its agents with regard to inspections, including, but not limited to the refusal to accept any portion of the CONTRACTOR's work.

SECTION VII – VALUE ENGINEERING

Contractor may request substitutions of materials, articles, pieces of equipment or any changes that reduce the contract price by making such request to the Project Manager and Project Architect/Engineer in writing. The Project Manager and Project Architect/Engineer will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without Project Manager and Project Architect/Engineer prior written acceptance which will be evidence by a City issued Change Order. However, any substitution accepted by Project Manager and Project Architect/Engineer shall not result in any increase in the contract price or contract time. By making a request for substitution, the Contractor agrees to pay directly to the Project Architect/Engineer fees and charges related to the Project Architect/Engineer review of the request for substitution, whether or not the request for substitution is accepted by the Project Architect/Engineer. The successful respondent also agrees to pay for any additional required design and/or permitting fees necessitated by the proposed changes. Any substitution submitted by the Contractor must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Project Architect/Engineer review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between the successful respondent and City and shall be processed as a deductive Change Order. The City may require the Contractor to furnish, at their expense, a special performance guarantee or other surety with respect to any substitute approved after award of the contract.

SECTION VIII – PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the Bid Documents and General Conditions, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:

- 1) CONTRACTOR shall submit a progress payment request by the twentieth (20th) day of each calendar month for work performed during the current calendar month, projected through the 25th. At any time, the OWNER shall have the right as a

condition of making a partial payment hereunder, to require CONTRACTOR to submit evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the subject progress payment request have been paid in full. Upon OWNER's signature accepting the PARTIAL PAYMENT AUTHORIZATION, the OWNER shall make a partial payment to the CONTRACTOR, within thirty (30) calendar days, on the basis of a duly certified and approved estimate by the OWNER and the Architect, for work performed during the preceding calendar month under the Contract. To insure proper performance of the Contract, the OWNER shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

- 2) Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the OWNER, final payment on account of this Agreement shall be made within thirty (30) calendar days after completion of all work by the CONTRACTOR covered by this Agreement and acceptance of such work by the OWNER.

ARTICLE IX – LIQUIDATED DAMAGES

- 1) It is mutually agreed that time is of the essence in regard to this Agreement. Therefore, notwithstanding any other provision contained in the Contract Documents, should the CONTRACTOR fail to complete the work within the specified time as set by the Notice to Proceed, or any authorized extension thereof, CONTRACTOR shall pay to OWNER the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per calendar day as fixed, agreed and liquidated damages for each calendar day elapsing beyond the specified time date for beneficial occupancy (substantial completion) and/or final completion; which sum shall represent the damages sustained by the OWNER, and shall be considered not as a penalty, but in liquidation of damages sustained. Contractor shall pay the liquidated damages amount contained herein. NOTE: Not necessary, this would come out of contract balance. Contractors pay applications would be reduced to cover anticipated liquidated damages.

SECTION X – ADDITIONAL BONDS

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the work, the CONTRACTOR shall, at his expense, and within seven (7) days after receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be

satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional security for the faithful performance and for payment of labor and materials of the work shall be furnished in manner and form satisfactory to the OWNER.

SECTION XI – DISPUTE RESOLUTION - MEDIATION

- 1) Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
- 2) The OWNER and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
- 3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

SECTION XII – INSURANCE AND INDEMNIFICATION RIDER

- 1) Worker's Compensation Insurance - The CONTRACTOR shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the OWNER, for the protection of employees not otherwise protected.
- 2) Contractor's Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:
 - (a) Contractor's Comprehensive General, \$500,000 Each
(\$2,000,000 aggregate)
Liability Coverages, Bodily Injury Occurrence, & Property Damage
Combined Single Limit
 - (b) Automobile Liability Coverages, \$500,000 Each

Bodily Injury & Property Damage Occurrence,
Combined Single Limit

3) Contractual Liability Work Contracts - The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the CONTRACTOR for contractual liabilities assumed by the CONTRACTOR in the performance of this Agreement.

4) Indemnification Rider

(a) To cover to the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER and Powell Studio Architecture, LLC. and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

(b) In any and all claims against the OWNER and Powell Studio Architecture, LLC. or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the OWNER for the indemnification provided herein.

SECTION XIII – TAXES

1) CONTRACTOR shall pay all taxes, levies, duties and assessments of every nature that may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. CONTRACTOR shall make any and all payroll deductions required by law. CONTRACTOR herein indemnifies and holds the OWNER harmless from any liability on account of any and all such taxes, levies, duties,

assessments and deductions. Such indemnification shall be in accordance with the terms and conditions of the Indemnification provisions provided herein.

2) OWNER and CONTRACTOR hereby acknowledge that OWNER is a tax-exempt entity. Where applicable, and so directed by the OWNER, the OWNER reserves the right to implement, at its convenience, a tax exemption program to buy selected materials and place the tax savings in line item contingency.

SECTION XIV – SUCCESSORS, ASSIGNS AND ASSIGNMENT

The OWNER and the CONTRACTOR each bind itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, Agreements and obligations contained in the Contract. It is agreed that the CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the OWNER and concurred to by the sureties.

SECTION XV – NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: ESX Construction, LLC.
28720 Columbia Road
Tavares, FL 32778
Attn: Ellis R. Saxon, MGRM

OWNER: City of Clermont
Attn: Darren Gay, City Manager
685 W. Montrose Street
Clermont, FL 34711

SECTION XVI – OPTIONAL TERMINATION

1) OWNER may, at its option, terminate the Contract, in whole or in part, at any time by written notice thereof to CONTRACTOR, whether or not CONTRACTOR is in default. Upon any such termination, CONTRACTOR hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as

the sole right and remedy of CONTRACTOR, OWNER shall pay CONTRACTOR in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

2) Upon receipt of any such notice, CONTRACTOR and its Surety shall, unless the notice requires otherwise:

- (a) Immediately discontinue work on the date and to the extent specified in the notice;
- (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
- (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to OWNER of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to OWNER those orders and subcontracts and revoke Agreements specified in such notice;
- (d) Assign all Subcontracts required for performance of this Contract to the OWNER. In anticipation of such a remedy, the CONTRACTOR shall include in all Subcontracts, equipment leases and purchase order, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the OWNER and to agree to the greatest extent possible to cooperate with the OWNER;
- (e) Assist OWNER, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by OWNER under the Contract; and
- (f) Complete performance of any work that is not terminated.

3) Upon any such termination, OWNER will pay to CONTRACTOR an amount determined in accordance with the following (without duplication of any item):

- (a) All amounts due and not previously paid to CONTRACTOR for work completed and accepted in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
- (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
- (c) The verifiable costs incurred as set forth above.
- (d) Any other reasonable costs which can be verified to be incidental to such termination.

4) The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by CONTRACTOR.

5) CONTRACTOR shall submit within thirty (30) days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs

described herein. OWNER shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

SECTION XVII – MISCELLANEOUS

- 1) Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, each party shall bear its own attorney fees.
- 2) Waiver. The waiver by OWNER of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.
- 3) Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- 4) Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.
- 5) Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.
- 6) Assignment. Except in the event of merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.
- 7) Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.
- 8) Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
- 9) Public Records. Contractor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.
- (e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7331.

SECTION XVIII – CONTRACT DOCUMENTS

The Contract Documents, as stated in the Instructions to Bidders and herein made a part, are as fully a part of this Contract as if herein repeated.

Document Precedence:

- 1) Contract Agreement
- 2) Plans and Specifications for Construction of Fire Hawk Boathouse including all addenda.
- 3) All documents contained in RFB No. 19-039, titled Construction of Fire Hawk Boathouse and CONTRACTOR's response thereto including, the Instructions to Bidders and proposal guarantee, if any.

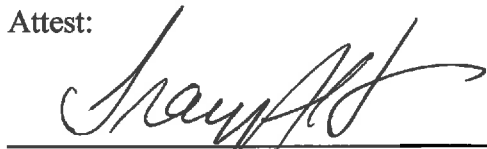
4) Payment and Performance Bonds

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 28 day of May, 2019.

City of Clermont


Gail L. Ash, Mayor

Attest:


Tracy Ackroyd Howe, City Clerk



ESX Construction, LLC.

By: EDR
(Signature)

ELLIS SAXON MGRM
(Name & Title Printed or Typed)

Attest:

Corporate Secretary

(Name Printed or Typed)

EXHIBIT A

City of Clermont

Bid 19-039

SECTION - C PRICE SCHEDULE

Final Completion Lump Sum Price (as per construction documents)

(Words) ONE HUNDRED SEVENTY NINE THOUSAND DOLLARS

(Figures) \$ 179,000.00

Contractor's Days to Substantial Completion: 60 Calendar Days.

Not to exceed: Sixty (60) Calendar Days from Notice To Proceed To Substantial Completion. Final Completion Not To Exceed Thirty (30) Calendar Days Thereafter.

Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes be increased or decreased from those required by Contract Documents, the unit prices contained below are the basis of quantifying payment to the Contractor or credit to Owner, for such increase in the work. No additional adjustments will be allowed. Contractor is required to enter the quantity, unit price, and total on the spaces provided below.

LS = Lump Sum LF = Linear Feet EA = Each

Construction of New Fire Hawk Boathouse					
L.N.	General Description	Qty.	Unit	Unit Price	Extended Price
1	Piles	60	EA	\$1,000	\$ 60,000
2	Decking (New Walkway)	1	LS		\$ 40,000
3	Decking (Existing Structure)	1	LS		\$ 16,000
4	Framing	1	LS		\$24,000
5	Trusses / Rafters	1	LS		\$8,000
6	Roofing	1	LS		\$10,000
7	Boat Lift	1	LS		\$ 15,000
8	Fencing	130	LF	\$ 10	\$ 1,300
9	Sectional Door	1	LS		\$4,000

SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	ESX Construction LLC
Street Address:	28720 Columbia Rd. Tavares, FL. 32778
Mailing Address (if different):	
Telephone:	352-267-2870
Fax:	N/A
Email:	rsaxon@esxspecialties.com
Payment Terms:	1 % 10 days, net 15
FEIN:	20 - 5427539
Professional License No.:	CGC 055236
Signature:	Date: 4/21/2019
Print Name:	ELLIS R SAXON
Title:	MGRM
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☒ No	

END OF SECTION – C



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Piggyback Purchase		
Requested Action		
Consider piggyback the Florida Sheriffs Association contract with Lou Bachrodt Freightliner to purchase one (1) dump truck.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the Florida Sheriffs Association number FSA20-VEH18.0 to purchase one (1) dump truck. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2110-006 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association number FSA20-VEH18.0 to purchase one (1) dump truck. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$105,246 is included in the current FY 2021 approved budget. Account Number: 41533-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2110-006	RFI 2110-006.pdf	
2. City of Clermont FSA Quote	City of Clermont FSA Quote.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Yard Dump Truck

CONTACT INFORMATION:

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7350

RFI No. **2110-006**

ISSUED DATE: October 15, 2020

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: October 23, 2020 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services Department

(b) Company Information: Orlando Freightliner

(c) Contract Number and Title: FSA20 VEH 18.0 Heavy Trucks Item 73

(d) Length of Contract: Two (2) years from October 1, 2020 to September 30, 2022.

(e) Product or Service Provided: Purchase of the following vehicle:

Public Services Department

One (1) Yard Dump Truck Freightliner

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

**Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell**

10-13-2020

To Jinelle Lugo

**Orlando Freightliner is pleased to quote the following
Freightliner 114SD via the 2020-2022 Florida Sheriffs
Association bid #FSA-20VEH 18.0.**

Spec #73	\$ 68,188.00
64000GVW	\$ 37,335.00
12YDDUMP	\$ 24,508.00
Credit for L9 engine vs Contract 13L engine	\$<24,785.00>
Total	\$ 105,246.00

**Sincerely,
Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala**

Prepared for:
 Freddy Suarez
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 685 W Montrose St
 Clermont, FL 34711
 Phone: 352-241-7350

Prepared by:
 Bob Scharpnick
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 2455 S. ORANGE BLOSSOM TRAIL
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description
Price Level	
PRL-23D	SD PRL-23D (EFF:01/21/20)
Data Version	
DRL-037	SPECPRO21 DATA RELEASE VER 037
Vehicle Configuration	
001-177	114SD CONVENTIONAL CHASSIS
004-221	2021 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-011	CONSTRUCTION SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1AE	FREIGHTLINER LEVEL II WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs



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Data Code	Description
Truck Service	
AA3-004	END DUMP BODY
AF3-165	OX BODIES (TBEI)
Engine	
101-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB-FT @ 1400 RPM
Electronic Parameters	
79A-070	70 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
80F-001	AUTOMATIC MAINTENANCE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
Engine Equipment	
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB

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Data Code	Description
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
239-001	STANDARD EXHAUST SYSTEM LENGTH
237-052	RH STANDARD HORIZONTAL TAILPIPE
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
120-009	FLEETGUARD PLAIN COOLANT FILTER
266-017	1300 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

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Data Code	Description
Transmission	
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-005	1500 RPM PRIMARY MODE SHIFT SPEED
84H-005	1500 RPM SECONDARY MODE SHIFT SPEED
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013

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Data Code	Description
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-012	TRW TAS-85 POWER STEERING
539-003	POWER STEERING PUMP
534-003	4 QUART POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-005	18,000# FLAT LEAF FRONT SUSPENSION
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
62G-998	NO FRONT SUSPENSION OPTIONS
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
421-538	5.38 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES



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Data Code	Description
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE
87A-002	BUZZER AND BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY
451-023	CONMET CAST IRON REAR BRAKE DRUMS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
42T-001	STANDARD REAR AXLE BREATHER(S)

Rear Suspension

622-1CP	HENDRICKSON RTE463 @46,000# REAR SUSPENSION
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
624-011	52 INCH AXLE SPACING
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS
623-005	FORE/AFT CONTROL RODS

Brake System

490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE

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Data Code	Description
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
479-015	AIR DRYER FRAME MOUNTED
460-1AU	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION, NO TRIPLE OR TORPEDO TANKS
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)

Trailer Connections

335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
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Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 267.32
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 29.93 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 136.61 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.45 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment



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Data Code	Description
556-1E5	14 INCH PAINTED STEEL BUMPER
558-070	REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS

Fuel Tanks

204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH
218-006	25 INCH DIAMETER FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
221-001	FUEL COOLER

Tires

093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES

Hubs

418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS

Wheels

502-566	MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS

Cab Exterior

829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING

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Data Code	Description
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
667-004	FRONT FENDERS SET-BACK AXLE
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-001	LH AND RH GRAB HANDLES
646-041	STATIONARY BLACK GRILLE
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
726-001	SINGLE ELECTRIC HORN
728-001	SINGLE HORN SHIELD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS
302-001	(5) AMBER MARKER LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BN	DUAL WEST COAST BRIGHT FINISH MIRRORS
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-003	MANUAL DOOR WINDOW REGULATORS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL



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Data Code	Description
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-998	NO DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
860-004	SMART SWITCH EXPANSION MODULE
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-036	VINYL WITH VINYL INSERT DRIVER SEAT
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT
763-101	BLACK SEAT BELTS
532-001	FIXED STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
---------	------------------------------

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Data Code	Description
734-004	GRAY CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
721-006	PRECO/ECCO MODEL 360, CONSTANT 107 DECIBELS BACKUP ALARM
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-998	NO VEHICLE PERFORMANCE MONITOR

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Data Code	Description
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-010	TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-020	STANDARD BLACK BUMPER PAINT
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
---------	---

Raw Performance Data

AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.45 in

Prepared for:
Freddy Suarez
CITY OF CLERMONT
685 W Montrose St
Clermont, FL 34711
Phone: 352-241-7350

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

Extended Warranty

WAG-010 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES

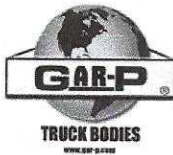
Dealer Installed Options

		Weight	Weight
		Front	Rear
DUMP	14' GAR-P DUMP BODY PER ATTACHED SPECS	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Gar-P Industries, Inc.

10890 N.W. South River Drive
Miami (Medley), Florida 33178
www.gar-p.com



Truck Equipment
Manufactures & Distributors

An Inc. 500 Company

Tel: (305) 888-7252
Fax: (305) 888-4098
(800) 662-GarP (4277)

Email: sales@gar-p.com

Thursday, February 6, 2020

Drew Ellison
Bachrodt Freightliner
Pompano Beach, Fl.

Via: Fax/Email

Municipal Package Includes:

- HD 1/4" Steel Floor Upgrade.
- HD 8 Gauge Steel Sides, and Tailgate.
- Structural I-Beam Longitudinals.
- Electric Tarp System with In-Cab Controls, Alum Bars & Mesh Cover.
- Rear Post Mounted LED Stop/Turn/Tail.
- 8" Heavy-Duty "Push-Type" Rear Spreader Bar.
- All LED Lighting.
- Tailgate Chains and Banjo Eyes.
- Rubberized Undercoating.
- Painted Any Standard Color.
- Includes One-Way Freight: Mia-Clermont/Orlando/Tampa.

See Optional Clutch-Shift PTO Upgrade for Auto Transmission.

Our Quotation #20Q10-1017

We Are Pleased to Provide You with Our Following Quotation for One (1) or More, **Gar-P 14' Model #14GP864046**, Steel Dump Body(s). Municipal Specifications.

Specifications: (Approximate)

Length (ft./mm)	14'	(4267.2)
Width O.D. (in./mm)	96"	(2438.4)
Width I.D. (in./mm)	87"	(2209.8)
Side Height I.D. (in./mm)	40"	(1016.0)
Tailgate Height I.D. (in./mm)	46"	(1168.4)
Cubic Yards	12.5	14.4
Cubic Meters	9.6	11.0

Materials: (Approximate)

Floor:	1/4" Upgrade * upgrade included
Sides:	8 Gauge Steel * upgrade included
Bulkhead (Front):	8 Gauge Steel * upgrade included
Tailgate:	8 Gauge Steel * upgrade included
Understructure:	
♦ Longitudinal:	6" Structural I-Beam
♦ Cross-Members:	4" Rectangular Tubing
♦ Sub-Frame:	Not Applicable - Sub-Frameless

Thursday, February 6, 2020

Gar-P "Work Ready" Package Includes:

Half Roll (24") Cab-Shield, with Integral Wind Deflector, and Clearance Markers

Air Operated Tailgate

Vertical and Horizontal Bracing Throughout

Gar-P Electric Direct - Silent Drive Motor Tarp System, with Alum Bars and Mesh Cover

Boxed Top Rail

Front and Rear Corner Posts

Grease Fittings on Tailgate Hinges

45-Degree Sloping Rub Rail

Inside 2" Radius Sides to Floor

Understructure Crossmembers Fully Gusseted at 12" Centers

Heavy Duty "Structural I-Beam" Longitudinal

Heavy Duty "Weld-On" Rear Hinges, with Lateral Support Plates

Heavy Duty 2" Diameter Cold Rolled Steel Hinge Pins

Tailgate Chains and Banjo Eyes -- Includes Vinyl Chain Cover

Air Operated PTO for Standard Transmission

Direct Mount Hydraulic Pump -- No Driveline

Upright Mount Hydraulic Reservoir, Includes:

- ◆ Inlet Screen
- ◆ Vented Cap
- ◆ Emergency Shut-Off Valve

Heavy Duty Steel Hydraulic Cylinder Base

Rear Apron

Gar-P 96HT "LED" Deluxe Light Package, Includes

- ◆ 96HT "LED" UPGRADE INCLUDED
- ◆ Four (4) Rear Post "LED" Stop / Top / Turn
- ◆ Five (5) Recessed Mounted Side Marker Lights (2 Red / 3 Amber). <Per Side
- ◆ Front Cab Shield Mounted Marker Light

Audible Back-Up Alarm

Rear Rubber Mud Flaps with Gar-P Logo / Or Dealers'

Front Steel Splash Guards

Gar-P In-Cab Controls, Include:

- ◆ Floor Mounted Control Console
- ◆ Pump Lever with Center Safety Lock
- ◆ PTO Push/Pull Knob
- ◆ PTO Engaged Warning Light
- ◆ Tailgate Air Valve

Rubberized Rust proofing on Complete Understructure

Two Coats Primer/Sealer, and Two Coats Enamel.

**Gar-P
"Work Ready"**

Thursday, February 6, 2020

HYDRAULIC PACKAGE:

Hydraulics:	
Hoist:	#73127. Front Mount Telescopic Cylinder. Snap-On Glass-Filled Bearings for Contaminants Absorption. Threaded Stop Rings. External Packing Nuts for Added Tube Support and Easier Servicing. Wave Springs and Chevron Packing for Positive, Self-Compensating Seals. High Temperature Resistant Hytrel Rod Wipers.
• Number of Stages	3
• Capacity	71,560 Lb.
Pump:	Hydraulic Pump and Valve Combination. Three Position Valve. Direct Mount Type (No PTO Driveline) 48 gpm @ 1800 rpm. Maximum rated Pressure 2500 psi. Includes Patented Internal Relief Valve to Protect Pump and Cylinder. Relief Valve Pre-set at 2000 psi. Maximum Speed 2400 rpm.
Power-Take-Off (PTO):	Heavy Duty Double Gear. Air Shift Option Included. *M-Drive™ Transmission Requires Hydraulic Upgrade – See Option Section. *Allison™ Automatic Transmissions Require Optional Hot-Shift PTO. *Eaton Ultra Shift Transmission – See Notes Section. *Ford 6R140 6 Speed Auto Transmission Requires Special Clutch-Shift PTO Upgrade.
Reservoir:	Steel Inboard or Side Mount, Vented Cap, and Emergency Shut-Off Valve
Sub-Frame:	Not Included – Sub-Frameless Design.

Hydraulic Notes:

Oil operating temperature should not exceed 180° F. (93° C.). The recommended operating temperature range is 120° F. to 140° F. (50° C. to 60° C.).

- A typical **Daily Usage Cycle** of 8 consecutive hours with the Standard Hydraulic Package would consist of approximately 8 complete lifting cycles per hour, within a consecutive 8 hour period, which would equal 64 lifting cycles (8/hr X 8 hr). *Assuming oil operating temperature should not exceed 180°F. (93°C.).
- For **Daily Usage Cycles** that are greater, or areas of high temperature, optional 3-line systems, and / or larger capacity (30 Gallon) side mount reservoirs are available and recommended. Daily Usage Cycle with an optional 3-line system, 30 gallon side mount reservoir, and 10-micron return line filter is approximately 120 lifting cycles per hour 8 hour period.
- See Option Section for additional options.

Thursday, February 6, 2020

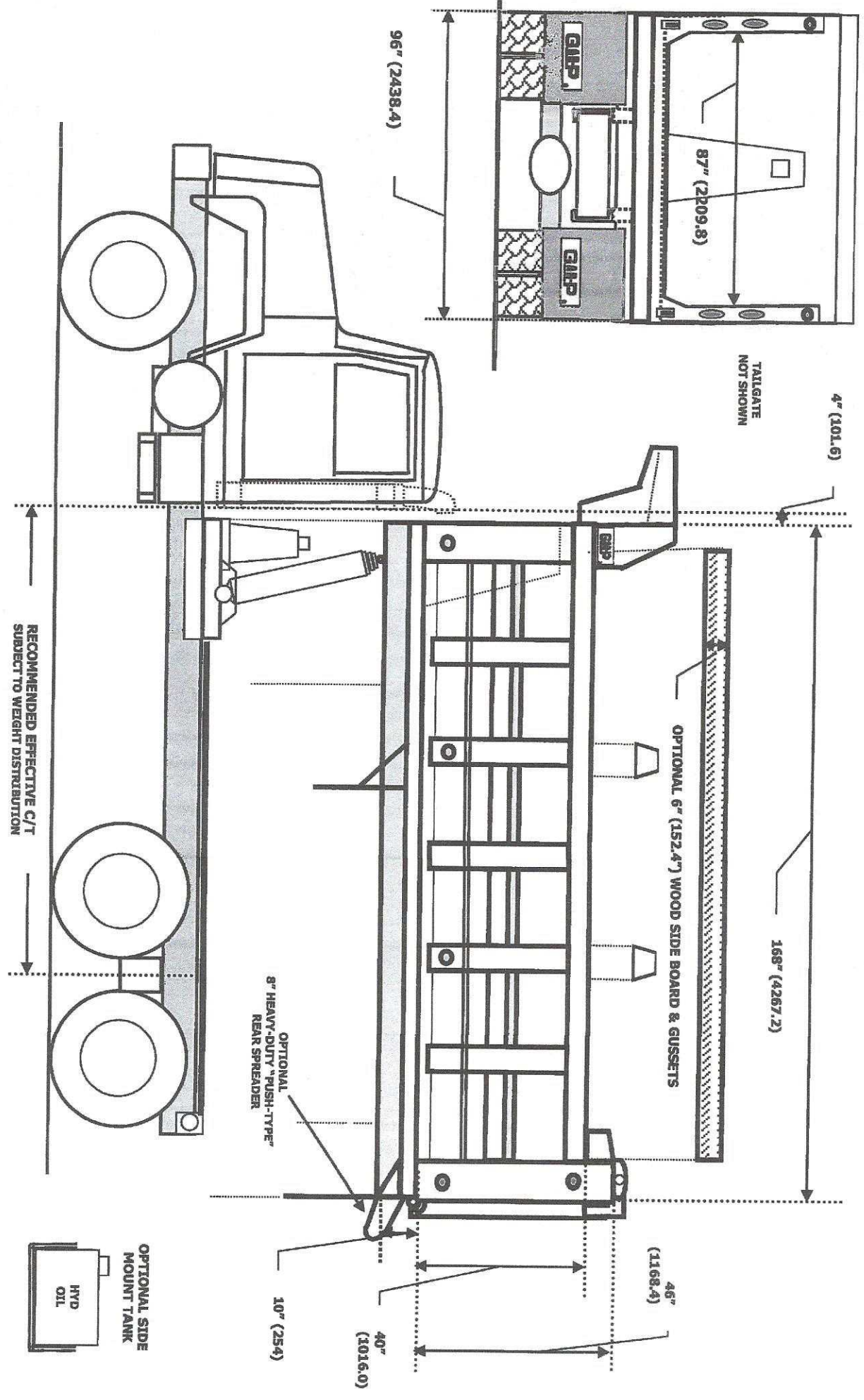
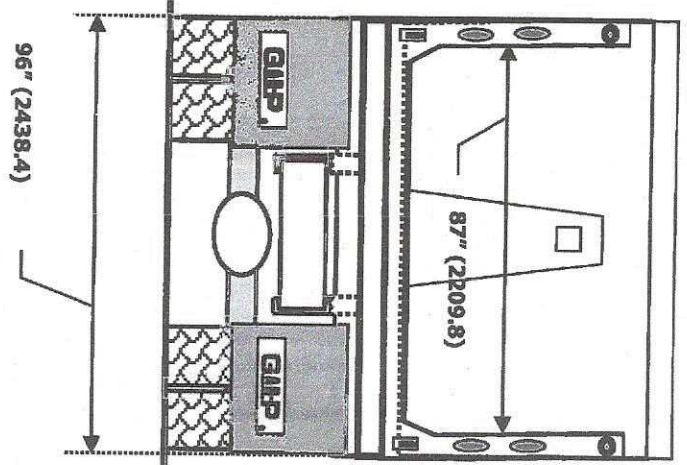
Options and Upgrades INCLUDED in the Base Price:

Air Operated Power-Take-Off (PTO) in Lieu of Cable Shift.		Included	
Plug-in Type, "Sealed" Electrical Wiring Harness. Color Coded.		Included	
Rubberized Undercoating to Complete Dump Body Understructure.		Included	
Rear Post Mounted "LED" Stop/Turn/Tail Lighting Pkg.		Included	
1/4" Floor Upgrade.	GP300G056	Included	
8 Ga. Sides / Front / Tailgate Upgrade.	GP300G056	Included	
Gar-P Electric Direct - Silent Drive Motor Tarp System, Includes Inside-Cab Controls, and Mesh Cover.	GP835XG564	Included	
8" Heavy-Duty "Push Type" Spreader Plate. Spreader and a Rear Push Bar.	GP275XG564	Included	
One-Way Freight: Miami - City of Clermont/Orlando/Tampa. Includes Wash and Detail.	GP850X214	Included	

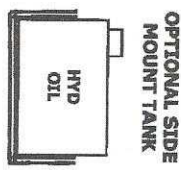
Options and Upgrades AVAILABLE - Not Included: ADD - Per Unit

PTO & PUMP UPGRADE CHARGE FOR VEHICLES EQUIPPED WITH AUTOMATIC TRANS.: (ALLISON) Includes: Clutch-Shift (Hot-Shift™) PTO Upgrade, and Pump Upgrade if Required. * On Some Vehicles Additional Charges May Apply.	GP1250XP856	\$ 1250.00	
M-DRIVE / I-SHIFT TRANSMISSION: COMPLETE HYDRAULIC PACKAGE LESS DASH MOUNTED PTO SWITCH: Includes: PTO/ Pump/ Valve / 3-Line Hydraulic System Upgrade w/ Hoses & Fittings, Dump Body Controls. Chassis to be Ordered without PTO, Option#1911403 Opt m-Drive Single PTO Prep Kit,	GP1100GPOL	\$ 1100.00	
M-DRIVE / I-SHIFT TRANSMISSION: FACTORY SUPPLIED PTO/PUMP/DASH MOUNTED SWITCH/PROGRAMING: Includes: Hydraulic Valve, Hoses & Fittings for 3-Line System Upgrade, Dump Body Controls. Recommended Factory Installed Parker™ #GP1-80 Gear Pump, Single DIMM PTO 189AA3 #189-0011, with PTO Dash Mounted Switch and Programing.	GP250GPOL	\$ 250.00	
PTO & PUMP UPGRADE REQUIRED FOR VEHICLES EQUIPPED FORD 6R140 6 SPEED AUTO TRANS.	GP1250XP856	\$ 1250.00	
Electric Vibrator, Vibra 3000 / Cougar DC3200.	GP877JG854	\$ 875.00	
Gar-P Strobe Package: 2 Front Lower Cab, 2 Front Cab-Shield, 2 Rear, Amber or White.	GP450X56	\$ 450.00	
Brake Actuator	GP12X190	\$ 190.00	
Bullet™ Alum Tarp Bars In lieu of Standard Steel Bars. UPGRADE.	GP550LKP	\$ 550.00	
25-Ton Pintle Hitch, w/D-Rings, and 7-Way Elect Plug. *Most Popular on This Model.	GP12X1065	\$ 1065.00	
30-Ton Swivel Type Pintle Hitch, w/D-Rings, and 7-Way Elect Plug.	GP1100HG5	\$ 1100.00	
Two-Way Tailgate UPGRADE.	GP12X750	\$ 850.00	
Hi-Lift Tailgate, Air Operated.	GP1600XX560 0	\$ 1600.00	
Back-Up Camera with 7" Color Monitor.	GP850XX25	\$ 850.00	

Other Options and Models Available upon Request



RECOMMENDED EFFECTIVE C/T
SUBJECT TO WEIGHT DISTRIBUTION



GAR-P MODEL 14GP864046
SHOWN WITH FRONT MOUNT TELESCOPIC CYLINDER

NOT SCALE

Gar-P Industries, Inc.
10890 NW So. River Drive, Medley, Florida 33178
Tel: 305-888-7252 Fax: 305-888-4098

Drawing Reference Number:
M:\MSOFFICE\IMAGES and TECHNICAL INFO\Technical
Drawings\DRAWING,14GP864046,TANDEM.doc

Drawn by:	JG
Reviewed:	5/2011
Approved by:	5/20/11



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Piggyback Purchase		
Requested Action		
Recommend request to piggyback the Florida Sheriffs Association contract with Duval Ford to purchase three (3) vehicles.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the Florida Sheriffs Association number FSA20-VEL28.0 to purchase three (3) 2021 Ford Escape SE SUV's. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2110-005 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association number FSA20-VEL28.0 to purchase one (1) dump truck. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$72,903 is included in the current FY 2021 approved budget. Account Number: 41533-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Pubic Works Vehicle Quote	Pubic Works Vehicle Quote.pdf	
2. RFI 2110-005	RFI 2110-005.pdf	

CLERMONT PUBLIC WORKS

Prepared for: CLERMONT PUBLIC WORKS TIM CAYTON 352-394-7177 TCayton@clermontpi.org		Contract Holder DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210 PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL		DATE: 10/11/20
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.				
Labor	Code	Equipment	Price	
0	SPEC 332	2021 FORD ESCAPE SE AWD- U9G	\$ 23,803.00	
0	996	1.5L ECOBOOST WITH AUTO START-STOP	NC	
0	200	EQUIPMENT GROUP: SE	NC	
0	INCL	POWER WINDOWS & DOOR LOCKS	NC	
0	INCL	BACKUP CAMERA	NC	
0	WT LC 4P	WEATHER TECH LSER CUT MATS- 4 PIECE	\$ 325.00	
0	TAG.TTO	NEW CITY TAG & TITLE	\$ 173.00	
0				
0	YZ	EXTERIOR: OXFORD WHITE	NC	
0	4H	INTERIOR: EBONY CLOTH SEATS	NC	
0		CARPET FLOOR	NC	
0				
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.		
UNIT COST			\$ 24,301.00	
TOTAL QUANTITY		3		
TOTAL PURCHASE			\$ 72,903.00	

**CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2021 BUDGET**



EXPENDITURES PUBLIC SERVICES	FY 2019	FY 2020		FY 2021
	ACTUAL	REVISED BUDGET	PROJECTED	ADOPTED
41533 - WATER (Cont.)				100,000
PRESSURE REDUCING VALVES THE VALVES DECREASE THE WATER PRESSURE AS ENTERING INTO A SUBDIVISION. REPLACE EXISTING LEAKING VALVES TO KEEP HIGH PRESSURE FROM CAUSING WATER LINE BREAKS.				
41533-66307-33120 - CAPOUT-SUMGREEN POLYL	-	200,000	200,000	-
41533-66307-38123 - CAP OUT-WTR SYS CDBG 3	-	955,400	-	1,000,000
CONSTRUCT THE REPLACEMENT OF AC WATER MAINS WITH NEW PVC WATER MAINS				1,000,000
41533-66308 - CAP OUT-WATER INVENTORY	67,545	-	-	-
41533-66400 - CAP OUT-VEHICLES	103,064	56,597	53,903	610,910
(3) VEHICLES FOR WATER INSPECTIONS, PLANNING AND MANAGEMENT STAFF. 4 PROVIDE MOBILITY FOR STAFF TO PERFORM FIELD INSPECTIONS AS DEPARTMENT VEHICLES ARE NOT AVAILABLE TO USE CAUSING INEFFICIENCIES.				84,000
(1) DUMP TRUCK 12 YARD DUMP TRUCK TO TRANSPORT MATERIALS. CURRENTLY UTILIZE 3 VEHICLES /PERSONNEL TO ACCOMMODATE MOVING MATERIALS IN SEVERAL TRIPS SAVING TIME AND FUEL AND BE AVAILABLE FOR OTHER ES DIVISIONS.				106,910
(1) VACUUM EXCAVATION VEHICLE -WATER TO MAKE WATER LEAK REPAIRS MORE EFFICIENTLY LEADING TO RESTORATION OF SERVICE BY REDUCING RESPONSE TIME AND REDUCE REPAIR TIME BY HALF. WILL ALLOW OPERATOR TO SEE WHERE SERVICE LINES, GAS LINES, ELECTRIC LINES AND ANY OTHER UTILITIES ARE LOCATED MAKING TASK SAFER AND DECREASING DAMAGES TO OTHER UTILITIES DURING THE WATER LEAK REPAIR.				420,000
41533-66401 - CAPITAL EQUIPMENT	160,730	270,000	270,000	85,300
(1) REPLACEMENT OF COMPLIANCE INSTRUMENTATION - GREATER HILLS WATER TREATMENT PLANT CHLORINE & PH ANALYZER - DEP REQUIRED READING EQUIPMENT EXISTING UNITS REQUIRE REOCCURRING MAINTENANCE.				5,500
(1) REPLACEMENT OF COMPLIANCE INSTRUMENTATION - SUNBURST WTP CHLORINE & PH ANALYZER - DEP REQUIRED READING EQUIPMENT EXISTING UNITS REQUIRE REOCCURRING MAINTENANCE.				5,500
(1) COMPUTER REPLACEMENT IN ORDER TO BE ABLE TO RUN ALL REQUIRED SOFTWARE TO PERFORM FUNCTIONS.				6,000
(1) MOBILE MESSAGE BOARD ON TOWABLE TRAILER WITH MODEM. TO INFORM RESIDENTS OF PLANNED UTILITY WORK TO ALLOW FOR IMMEDIATE INFORMATION OF FLOW TESTING AND SHUTOFFS IN ORDER TO MAKE REPAIRS.				14,800
(1) DRUM ROLLER 47"CATERPILLAR DOUBLE DRUM COMPACTOR 5400 LBS TO REPAIR/RESTORE ROADS AFTER WATERMAIN BREAKS.				53,500
41533-66404 - CAP OUT-SOFTWARE	15,328	-	3,715	50,400



REQUEST FOR INFORMATION

Intent to Utilize the FL Sheriff's Association Contract to Purchase Vehicle

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Procurement Services Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2110-005	ISSUED DATE: October 13, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 21, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services

(b) Company Information: Duval Fleet

(c) Contract Number and Title: FSA20-VEL28.0 Heavy Equipment and Trucks

(d) Length of Contract: 2 Years, ending on September 30, 2022

(e) Product or Service Provided: Purchase of the following vehicles:

Three (3) 2021 Ford Escape SE AWD-U9G

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Piggyback Purchase		
Requested Action		
Recommend request to piggyback the Florida Sheriffs Association contract with Container Systems & Equipment Company, Inc. and Ring Power Corp. to purchase one (1) sweeper truck, one (1) compactor and one (1) vacuum excavation vehicle.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the Florida Sheriffs Association number FSA20-EQU18.0 to purchase one (1) sweeper truck, one (1) compactor and one (1) vacuum excavation vehicle. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2110-004, 2110-007 and 2110-012 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association number FSA20-EQU18.0 to purchase one (1) dump truck, one (1) compactor and one (1) vacuum excavation vehicle. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$715,182 is included in the current FY 2021 approved budget. Account Number: 45538-66400 - \$249,632 Sweeper Truck Account Number: 41533-66400 - \$418,266 Vacuum Excavation Vehicle Account Number: 41533-66401 - \$47,284 Compactor		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2110-004	RFI 2110-004.pdf	
2. Sweeper Truck Quote	Sweeper Truck Quote.pdf	
3. RFI 2110-007	RFI 2110-007.pdf	
4. Compactor Quote	Compactor Quote.pdf	
5. RFI 2110-012	RFI 2110-012.pdf	
6. Vacuum Excavation Vehicle Quote	Vacuum Excavation Vehicle Quote.pdf	



REQUEST FOR INFORMATION

*Intent to Utilize the Florida Sheriffs Association Contract to
Purchase Street Sweeper Truck*

CONTACT INFORMATION:	RFI No. 2110-004	ISSUED DATE: October 12, 2020
Jinelle Lugo Procurement Coordinator Email: jlugo@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 20, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services Department

(b) Company Information: Container Systems & Equipment Company, Inc.

(c) Contract Number and Title: FSA20 EQU 18.0: Heavy Equipment Item 388

(d) Length of Contract: Three (3) years from October 1, 2020 to September 30, 2023

(e) Product or Service Provided: Purchase of the following vehicle:

One (1) 2019 TYMCO Model 600 Street Sweeper Truck

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

Container Systems & Equipment Company, Inc.

506 Bellevue Ave. Daytona Beach, FL 32114

- PRICE QUOTE -

2019 TYMCO Model 600 "DEMONSTRATOR" Sweeper
FL Sheriffs Assoc. Bld # FSA20-EQU 18.0 (2020 - 2021)
(Regenerative Air Street Sweeper, Item # 386)

DATE: September 24, 2020

TO: City of Clermont

QTY.	DESCRIPTION	PRICE
one (1)	TYMCO Model 600 <i>with all standard equip.(see attached "General Specifications" sheet), and including the following std. and optional equip.:</i> 2019 Freightliner M2-106 cab & chassis, with dual steering & dual gauge pkg. 200 hp, Cummins B6.7 diesel engine, Allison 2500 RDS-P, 6 speed transmission 31,000 lbs. GVWR, 2 speed rear axle, 165" WB (2) inboard armrests John Deere 4045T final tier 4 aux. engine, 99 hp w/BlueLogic Control System, 5 gal. (Aux. engine) DEF tank 51 gallon fuel tank (shared, sweeper & chassis) 6 gal. (chassis) DEF tank, battery disconnect switch <u>Including the following optional equip.:</u> Comdex Pkg., includes 330 gal water cap. & storage box 4 ea. additional water nozzles – hopper, LH & RH gutter brooms, pressure transition tube, water tank level gauge Pick-up head pressure inlet water injection system Broom Assist pick-up head (BAH) Auto Sweep Interrupt (ASI) w/overspeed interrupt and rpm resume Air operated diaphragm water pump, w/wash down hose & gun Sweeper Deluge includes hopper deluge, BAH (Broom Assist) pick-up head deluge, and 6" pick-up head pressure inlet clean-out port Gutter Broom tilt adjuster, both sides Abrasion Protection Pkg., hopper suction inlet flange w/suction throat liner Aux. Hand Hose w/hydraulic boom assist, includes aux. hydraulic system & wireless remote, with manhole cover lift upgrade Pick-up head curtain lifter Variable speed gutter brooms, Sweeper odometer (std.) Pick-up head skid bumper extensions 3" Reverse pick-up head system (reverse chains), Dump switch in cab Stainless Steel Pkg: hopper, includes screen, hopper door, hopper inspection doors, raker plate, high-capacity dust separator, bolt-on blower housing Rear vision camera system, hydrant wrench 12' parabolic mirror, 2 ea., ILO 10.5" parabolic mirrors Arrowstik – LED: Whelen TACF85LH, SAE Class 1, 44", includes Left & Right turn indicator, and 2 flashing modes LED lights – stop, tail, clearance, side marker lights LED Floodlights, 4 ea. – 1 for ea. gutter broom, 2ea. at rear of sweeper	

(continued on pg. 2)

Container Systems & Equipment Company, Inc.

506 Bellevue Ave. Daytona Beach, Fl. 32114

TYMCO 600 "Demo" Quote
2020
Page 2

SUB-TOTAL:	\$ 276,132.00
LESS DEMONSTRATOR DISCOUNT:	- 26,500.00
TOTAL:	<u>\$ 249,632.00</u>

F.O.B.: Clermont, FL
DELIV.: approx. five (5) days after receipt of order
TERMS: net 45
TAXES: Exempt
WARRANTY: Sweeper: 12 months/1200 hours
Cab & Chassis: Base Vehicle: 2 years, unlimited miles
Allison transmission: 3 years, unlimited miles
John Deere Engine: 2 years, 2000 hrs.
(Same as new)

NOTES: 12.8 aux. engine hours, 6.5 pick up head hours,
5,201 chassis miles, 161 chassis engine hours

Respectfully,

Robert Barton



REQUEST FOR INFORMATION

Intent to Utilize the FL Sheriff's Association Contract to Purchase Drum Roller

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Procurement Services Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2110-007	ISSUED DATE: October 16, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 26, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services

(b) Company Information: Ring Power Corporation

(c) Contract Number and Title: FSA20-EQU18.0 Heavy Equipment, Item 343

(d) Length of Contract: Three (3) years from October 1, 2020 – September 30, 2023

(e) Product or Service Provided: The City of Clermont is planning to purchase the following vehicle:

Public Services Department

One (1) Small Double Drum Roller

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

Ring Power®**QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT**Quote Prepared For:
City of Clermont

10/9/2020

(1) NEW CATERPILLAR CB24B DOUBLE DRUM COMPACTOR**CONTRACT DETAILS**

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item # 343, 47" Small Double Drum Roller-5,400 Lbs, and Options
Contract Dates: October 1, 2020 Through September 30, 2021

CONTRACT PRICING

BASE	Caterpillar CB24B Per Sheriff's Contract Specifications	\$47,284
------	---	-----------------

BASE MACHINE SPECIFICATIONS

364-2272	ENGINE T4F
364-2313	PROPEL, STANDARD
364-2282	HYDRAULIC OIL, STANDARD
432-6053	LIGHTING PACKAGE, STANDARD
364-2277	SEAT WITH SAFETY SWITCH
376-7962	BELT, SEAT, 2" SUSPENSION
364-2279	SUPPORT, SLIDING FOR SEAT
364-2287	ROPS, FOLDABLE
364-2297	SWITCH, BATTERY DISCONNECT
432-8451	TRAVEL CONTROL, COVER GP
456-9432	MATS, COCOA
364-2288	CANOPY, FOLDABLE
510-6423	PRODUCT LINK INSTALLATION
510-9322	PRODUCT LINK, PL241
364-2281	INSTRUCTIONS, NORTH AMERICAN
421-8926	SERIALIZED TECHNICAL MEDIA KIT

TOTAL TRANSACTION PRICE**\$47,284**

LEASE OPTIONS

RING POWER CORPORATION CAN ALSO PROVIDE FINANCING AND LEASE OPTIONS THROUGH RING INVESTMENTS. THE CURRENT GOVERNMENTAL RATE IS 5.25%. LEASE PRODUCTS WILL INCLUDE A NON-APPROPRIATION CLAUSE IN THE EVENT THAT THE AGENCY IS UNABLE TO APPROPRIATE FUNDS DURING THE LEASE.

Best regards,

Scott Starkweather
Sales Representative
Ring Power Corporation

**CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2021 BUDGET**



EXPENDITURES PUBLIC SERVICES	FY 2019	FY 2020		FY 2021
	ACTUAL	REVISED BUDGET	PROJECTED	ADOPTED
41533 - WATER (Cont.)				100,000
PRESSURE REDUCING VALVES THE VALVES DECREASE THE WATER PRESSURE AS ENTERING INTO A SUBDIVISION. REPLACE EXISTING LEAKING VALVES TO KEEP HIGH PRESSURE FROM CAUSING WATER LINE BREAKS.				
41533-66307-33120 - CAPOUT-SUMGREEN POLYL	-	200,000	200,000	-
41533-66307-38123 - CAP OUT-WTR SYS CDBG 3	-	955,400	-	1,000,000
CONSTRUCT THE REPLACEMENT OF AC WATER MAINS WITH NEW PVC WATER MAINS				1,000,000
41533-66308 - CAP OUT-WATER INVENTORY	67,545	-	-	-
41533-66400 - CAP OUT-VEHICLES	103,064	56,597	53,903	610,910
(3) VEHICLES FOR WATER INSPECTIONS, PLANNING AND MANAGEMENT STAFF. 4 PROVIDE MOBILITY FOR STAFF TO PERFORM FIELD INSPECTIONS AS DEPARTMENT VEHICLES ARE NOT AVAILABLE TO USE CAUSING INEFFICIENCIES.				84,000
(1) DUMP TRUCK 12 YARD DUMP TRUCK TO TRANSPORT MATERIALS. CURRENTLY UTILIZE 3 VEHICLES /PERSONNEL TO ACCOMMODATE MOVING MATERIALS IN SEVERAL TRIPS SAVING TIME AND FUEL AND BE AVAILABLE FOR OTHER ES DIVISIONS.				106,910
(1) VACUUM EXCAVATION VEHICLE - WATER TO MAKE WATER LEAK REPAIRS MORE EFFICIENTLY LEADING TO RESTORATION OF SERVICE BY REDUCING RESPONSE TIME AND REDUCE REPAIR TIME BY HALF. WILL ALLOW OPERATOR TO SEE WHERE SERVICE LINES, GAS LINES, ELECTRIC LINES AND ANY OTHER UTILITIES ARE LOCATED MAKING TASK SAFER AND DECREASING DAMAGES TO OTHER UTILITIES DURING THE WATER LEAK REPAIR.				420,000
41533-66401 - CAPITAL EQUIPMENT	160,730	270,000	270,000	85,300
(1) REPLACEMENT OF COMPLIANCE INSTRUMENTATION - GREATER HILLS WATER TREATMENT PLANT CHLORINE & PH ANALYZER - DEP REQUIRED READING EQUIPMENT EXISTING UNITS REQUIRE REOCCURRING MAINTENANCE.				5,500
(1) REPLACEMENT OF COMPLIANCE INSTRUMENTATION - SUNBURST WTP CHLORINE & PH ANALYZER - DEP REQUIRED READING EQUIPMENT EXISTING UNITS REQUIRE REOCCURRING MAINTENANCE.				5,500
(1) COMPUTER REPLACEMENT IN ORDER TO BE ABLE TO RUN ALL REQUIRED SOFTWARE TO PERFORM FUNCTIONS.				6,000
(1) MOBILE MESSAGE BOARD ON TOWABLE TRAILER WITH MODEM. TO INFORM RESIDENTS OF PLANNED UTILITY WORK TO ALLOW FOR IMMEDIATE INFORMATION OF FLOW TESTING AND SHUTOFFS IN ORDER TO MAKE REPAIRS.				14,800
(1) DRUM ROLLER 47" CATERPILLAR DOUBLE DRUM COMPACTOR 5400 LBS TO REPAIR/RESTORE ROADS AFTER WATERMAIN BREAKS.				53,500
41533-66404 - CAP OUT-SOFTWARE	15,328	-	3,715	50,400



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vacuum Excavation Vehicle

CONTACT INFORMATION:

Ramsey Gross, MPA
Senior Procurement Agent
Email: rgross@clermontfl.org
Phone: (352) 241-7353

RFI No. 2110-012**ISSUED DATE:** October 20, 2020**NOTICE OF INTENT TO PIGGYBACK A CONTRACT****NOTICE END DATE:** October 27, 2020 at 2:00 P.M. (EST)**DEADLINE FOR WRITTEN QUESTIONS:** Not Applicable

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services Department

(b) Company Information: Container Systems & Equipment Company, Inc.

(c) Contract Number and Title: FSA20 EQU 18.0: Heavy Equipment Item 368

(d) Length of Contract: Three (3) years from October 1, 2020 to September 30, 2023

(e) Product or Service Provided: Purchase of the following vehicle:

One (1) 2021 Freightliner Camel Max Full Eject Vacuum Truck

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

Container Systems & Equipment Co. Inc.

DATE: October 20, 2020

TO: Adam Swanson
City of Clermont

RE: Price Quote for Camel Max Full Eject Vac truck from Florida Sheriff Contract FSA20-EQU18.0. - 2020-2023, ITEM 368

Base Price: (See attached page for all base unit specs) \$297,128

Optional equipment for the City of Clermont:

Add ejector panel for full eject dumping and material densification	3,080
Rear splash shield	1,404
Acculevel radar debris indicator	5,974
Side discharge front body mount trash pump (vacuum and pump off simultaneously)	5,916
Upgrade to 824 blower	5,557
Vacuum boost valve	1,177
Wireless remote	1,868
Digital hose counter	779
Hose reel (50' of 1/2" hose for hydro-ex and washdown)	1,702
Low water level alarm and indicator	834
Bandlock Style hydro excavation kit	1,873
Lower curb-side tool box - (18" x 18" x 48")	957
Mid height curb-side tool box - (18" x 18" x 48")	1,048
Curbside upper toolbox (18" x 18" x 48")	1,535
Driver's side tool box - (22" x 14" x 60")	1,849
Behind cab vertical tube rack	1,191
Front and rear tow hooks	301
Front reel camera	328
LED boom lights	612
LED floodlight package (tailgate and power unit area lighting)	1,696
LED light package #3 (front bumper strobes, mid-ship, and rear bumper strobes)	1,780
8" x 36" crown nozzle	213
8" x 24" fluidizing suction tube nozzle	234
(5) 8" x 60" Supertubes @ \$223 each	<u>1,115</u>

Total for Vac Module \$ 340,151

2021 Freightliner 114SD, Cummins ISL 370HP, Allison 3000 RDS trans. (See attached truck specs) \$ 99,115

Total Unit Cost: \$ 439,266

Less early contract discount (2020) - 21,000

Total: \$ 418,266

Delivery: 90 to 120 days (chassis are in stock)

FOB: Clermont

Prepared by Robert Barton

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Prepared by Robert Barton



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Piggyback Agreement		
Requested Action		
Recommend to approve a piggyback contract number 2018001 from Omnia Partners with CDW Government to provide IT Solutions and Services.		
Staff Report		
The Procurement Services Department and the IT Department recommend approval of the above action. At the request of the IT Department, the Procurement Services Department sought a contract from Omnia Partners number 2018001, to obtain the services of purchasing information technology products and services. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2009-008 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that Council approve to piggyback the Omnia Partners contract number 2018011. The Omnia Partners contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 3 year agreement with 2 additional 1-year renewals at the option of the city.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual value of this contract is \$100,000 and is included in the current year approved budget. Account Number: 10516-55204 Minor Equipment Account Number: 10516-55219 Software Renewal/Support Account Number: 12516-66403 Cap Out - IT Equipment		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2018011_CDW-G_Agreement_- _CDWG_Exe_Redacted	2018011_CDW-G_Agreement_- _CDWG_Exe_Redacted.pdf	
2. RFI 2009-008	RFI 2009-008.pdf	

City of Mesa, AZ

Contract # 2018011-01

for

Information Technology Solutions and Services

with

CDW Government, LLC

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and CDW Government, LLC., effective March 1, 2018:

- I. Executed Contract
- II. Mayor and Council Approval
- III. Supplier Response
- IV. Original RFP



COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT

John Giles
David Luna
Mark Freeman
Christopher Glover
Francisco Heredia
Kevin Thompson
Jeremy Whittaker

COUNCIL ABSENT

None

OFFICERS PRESENT

Christopher Brady
Dee Ann Mickelsen
Jim Smith

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at \$88,500, based on estimated usage.

- *5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at \$54,000, based on estimated usage.

- *5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at \$502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

- *5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at \$1,435,319.57 annually; Zone 2, at \$959,183.45 annually; Zone 3, at \$974,364.20 annually; and Zone 4, at \$1,221,738.22 annually; based on estimated usage.

- *5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed \$100,000 annually, based on estimated usage.

- *5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at \$50,876.25.

- *5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at \$3,100,000 annually, based on estimated usage.

- *5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at \$100,000, based on estimated usage.

- *5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at \$400,000 annually, based on estimated usage.

- *5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at \$146,670.49. This purchase is funded by Local Streets Sales Tax.

- *5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at \$176,764.77. This purchase is funded by Local Streets Sales Tax.

- *5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at \$100,000, based on estimated usage.

- *5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed \$153,000, based on estimated usage.

- *5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at \$35,000, based on estimated usage.

- *5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of \$120,302,333 and authorize a change order allowance \$6,015,117 (5%) for a total project amount of \$126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is \$72,229,521 and is funded by 2014 authorized Wastewater Bonds.

- *5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of \$1,394,294.67, and authorize a change order allowance in the amount of \$139,430 (10%), for a total amount of \$1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

- *5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of \$149,494, plus an additional \$14,949 (10%) as a change order allowance, for a total amount of \$164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

- *6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- *6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- *6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- *6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- *6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- *6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

- *7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

- *8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

- *9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres).
KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

ATTEST:


DEE ANN MICKELSEN, CITY CLERK




JOHN GILES, MAYOR

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.


DEE ANN MICKELSEN, CITY CLERK



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

CDW GOVERNMENT LLC, (“Contractor”)

Mailing Address	230 N. Milwaukee Ave Vernon Hills, IL 60061-9740
Remit Address	75 Remittance Dr, Suite #1515 Chicago, IL 60675-1515
Attention	Jumana Dihy, Program Manager
E-Mail	jumdiyu@cdwg.com
Phone	(312) 547-2495
Fax	(312) 705-9437
Website	www.cdwg.com

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 28th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **CDW GOVERNMENT LLC**, an Illinois limited liability company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
- 2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise

stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.
- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the materials/service including transportation, insurance and

warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable taxes; and
- j. Total amount due.

- 6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

- 6.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

- 7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City

with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
- d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

11. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the

Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By:  Digitally signed by
Edward Quedens
Location: City of Mesa
Business Services
Date: 2018.03.02
13:18:03 -07'00'

Printed Name

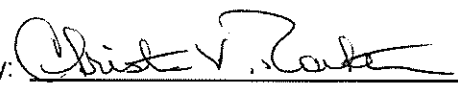
Title

Date

REVIEWED BY:

By: 

CDW GOVERNMENT LLC

By: 

Christina V. Rother

Printed Name

President

Title

March 1, 2018

Date

EXHIBIT A

SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
 - a. A full range of information technology solution products and services to meet varying requirements of governmental agencies.
 - b. Have a strong national presence as a computer solutions provider.
 - c. Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
 - d. Have a demonstrated sales presence.
 - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
 - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - a. Online
 - b. Telephone
 - c. Fax
 - d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including, but not limited to, the following categories:
 - a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

EXHIBIT A

SCOPE OF WORK

- f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
 - g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
 - h. Services:
 - i. Services means such as, consulting, technical support, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. as described generally in this Agreement and as more particularly described in a Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services).
 - ii. Cloud Computing means third party cloud computing and storage services, where Contractor acts as a rebiller only and has no control over the delivery of the cloud computing and storage services. City acknowledges that the cloud service provider, and not Contractor, will be responsible for performance of the Cloud Services. Also, before Contractor can sell cloud computing and/or storage services from a third party to the City, City must execute an agreement governing said cloud computing and/or storage services with the third-party cloud services provider.
 - i. Comprehensive Product Offering: Contractor's catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
 - j. Financing: Options available such as lease programs and conditional sales contracts.
4. **LICENSES**. The City may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), or such other terms as required by manufacturers, software publisher, or cloud service provider.
5. **DEFECTIVE PRODUCT**. All defective Products shall be replaced and exchanged by the Contractor. The cost of transportation, re-shipping or other like expenses shall be paid by the Contractor and in the case of certain, special orders, other reasonable charges may be paid by the Contractor as defined in the order or as otherwise agreed to by the Parties. All replacement Products must be received by the City within seven (7) days of initial notification, when such products are in Contractor stock; if replacement Product is not in Contractor's stock, Contractor will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the City and will ensure product is received within seven (7) days after Contractor's receipt of the product.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	2.10%	All
		2) Notebooks	2.10%	All
		3) Tablets	2.25%	All
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.)	4.00%	All
2)	Group 2 - Input Devices	5) Keyboards	6.75%	All
		6) Mice	6.75%	All
		7) Imaging Scanners	3.00%	All
		8) POS Scanners	3.00%	All
		9) Pointing Devices	3.50%	All
		10) Bar Code Readers	4.25%	All
		11) Audio Input	15.00%	All
		12) Input Adapters	5.00%	All
		13) PC and Network Cameras	5.50%	All
		14) Input Cables	15.00%	All
		15) Input Accessories	6.75%	All
3)	Group 3 - Output Devices	16) Displays	3.50%	All
		17) Printers	3.00%	All
		18) Inkjet Printers	3.00%	All
		19) Inkjet Photo Printers	3.00%	All
		20) Laser Printers	3.00%	All
		21) Label Printers	4.25%	All
		22) Dot Matrix Printers	3.00%	All
		23) Multi-Function Printers	3.00%	All
		24) Wide Format Printers	3.00%	All
		25) Multi-Function Inkjet Printers	3.00%	All
		26) Wide Format Printers	3.00%	All
		27) Fax Machine Printers	3.00%	All
		28) Printer Accessories	3.00%	All
		29) Projectors	3.50%	All
		30) Projector Accessories	3.50%	All
		31) Audio Input	15.00%	All
		32) Video Cards	3.50%	All

EXHIBIT B
PRICING

		33) Sound Cards	3.50%	All
		34) Output Accessories	6.75%	All
		35) Printer Consumables	3.00%	All
4)	Group 4 - Memory	36) Desktop	13.00%	All
		37) Flash	5.50%	All
		38) Networking	13.00%	All
		39) Notebook	13.00%	All
		40) Printer / Fax	13.00%	All
		41) Server	13.00%	All
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	5.50%	All
		43) Adapters FireWire / USB	5.50%	All
		44) Adapters IDE/ATA/SATA	5.50%	All
		45) Adapters RAID	5.50%	All
		46) Adapters SCSI	5.50%	All
		47) Bridges & Routers	5.50%	All
		48) Disk Arrays	5.50%	All
		49) Disk Arrays JBOD	5.50%	All
		50) Drives Magneto-Optical	5.50%	All
		51) Drives Removable Disks	5.50%	All
		52) Fiber Channel Switches	5.50%	All
		53) Hard Disks - External	5.50%	All
		54) Hard Disks - Fiber Channel	5.50%	All
		55) Hard Disks - IDE/ATA/S	5.50%	All
		56) Hard Disks - Notebook	5.50%	All
		57) Hard Disks - SCSI	5.50%	All
		58) Networking Accessories	5.50%	All
		59) Optical Drives - CD-ROM	5.50%	All
		60) Optical Drives - CD-RW	5.50%	All
		61) Optical Drives - DVD-CD	5.50%	All
		62) Optical Drives - DVD-RW	5.50%	All
		63) Storage Accessories	5.00%	All
		64) Storage - NAS	5.00%	All
		65) Storage - SAN	5.00%	All
		66) Tape Autoloaders -AIT	5.00%	All
		67) Tape Autoloaders - DAT	5.00%	All
		68) Tape Autoloaders - DLT	5.00%	All
		69) Tape Autoloaders - LTO	5.00%	All
		70) Tape Drives - 4mm	5.00%	All

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		71) Tape Drives - 8mm/VXA	5.00%	All
		72) Tape Drives - AIT	5.00%	All
		73) Tape Drives - DAT	5.00%	All
		74) Tape Drives - DLT	5.00%	All
		75) Tape Drives - LTO/Ultrium	5.00%	All
		76) Tape Drives SDLT	5.00%	All
		77) Tape Drives - Travan	5.00%	All
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.50%	All
		79) Bridges & Routers	5.50%	All
		80) Gigabit Hubs & Switches	5.50%	All
		81) Concentrators & Multiplexers	5.50%	All
		82) Hardware Firewalls	5.50%	All
		83) Intrusion Detection	5.50%	All
		84) KVM	4.00%	All
		85) Modems	5.50%	All
		86) Network Test Equipment	5.50%	All
		87) Network Adapters	5.50%	All
		88) Network Cables	15.00%	All
		89) Network Accessories	5.50%	All
		90) Repeaters & Transceivers	5.50%	All
		91) Wireless LAN Accessories	5.50%	All
		92) Token Authentication	5.50%	All
		93) 10G Fiber Optic Transceivers	5.50%	All
		94) 1G Fiber Optic Transceivers	5.50%	All
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All
		96) Licensing Backup	4.00%	All
		97) Licensing Barcode/OC	4.00%	All
		98) Licensing Business Application	4.00%	All
		99) Licensing CAD/CAM	4.00%	All
		100) Licensing - Cloning	4.00%	All
		101) Licensing - Computer Services	4.00%	All
		102) Licensee - Database	4.00%	All
		103) Licensing - Development	4.00%	All
		104) Licensing - Entertainment	4.00%	All
		105) Licensing - Financial	4.00%	All
		106) Licensing - Flow Chart	4.00%	All
		107) Licensing - Graphic Design	4.00%	All
		108) Licensing - Handheld	4.00%	All

EXHIBIT B
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		109) Licensing - Network OS	4.00%	All
		110) Licensing - OS	4.00%	All
		111) Licensing - Personal Organization	4.00%	All
		112) Licensing - Presentation	4.00%	All
		113) Licensing - Reference	4.00%	All
		114) Licensing - Report Analysis	4.00%	All
		115) Licensing - Spreadsheet	4.00%	All
		116) Licensing - Utilities	4.00%	All
		117) Licensing - Warranties	4.00%	All
		118) Licensing - Web Development	4.00%	All
		119) Licensing - Word Processing	4.00%	All
		120) Software - Backup	4.00%	All
		121) Software - Barcode / OCR	4.00%	All
		122) Software - Business Application	4.00%	All
		123) Software - CAD/CAM	4.00%	All
		124) Software - Cloning	4.00%	All
		125) Software - Computer Services	4.00%	All
		126) Software - Database	4.00%	All
		127) Software - Development	4.00%	All
		128) Software - Entertainment	4.00%	All
		129) Software - Financial	4.00%	All
		130) Software - Flow Chart	4.00%	All
		131) Software - Graphic Design	4.00%	All
		132) Software - Handheld	4.00%	All
		133) Software - OS	4.00%	All
		134) Software - Personal Organization	4.00%	All
		135) Software - Presentation	4.00%	All
		136) Software - Reference	4.00%	All
		137) Software - Report Analysis	4.00%	All
		138) Software - Spreadsheet	4.00%	All
		139) Software - Utilities	4.00%	All
		140) Software - Warranties	4.00%	All
		141) Software - Web Development	4.00%	All
		142) Software - Word Processing	4.00%	All
8)	Group 8 - Media Supplies	143) Media - 4mm tape	5.50%	All
		144) Media - AIT tape	5.50%	All
		145) Media - DAT tape	5.50%	All
		146) Media - DLT tape	5.50%	All

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		147) Media LTO / Ultrium tape drive	5.50%	All
		148) Media - Magneto - Optical	5.50%	All
		149) Media - Optical	5.50%	All
		150) Media - SLR tape	5.50%	All
		151) Media - Travan tape	5.50%	All
		152) Media - VXA tape	5.50%	All
		153) Media - zip	5.50%	All
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.25%	All
		155) Video conferencing products	4.25%	All
		156) Voice gateways / servers	4.25%	All
		157) Headsets	4.25%	All
		158) Audio conferencing products	4.25%	All
		159) Analog phones	4.25%	All
		160) Accessories	4.25%	All
10)	Group 10 - Other	161) Advanced Integration	3.00%	All
		162) Asset Disposal	3.00%	All
		163) Asset Management	3.00%	All
		164) Cables	15.00%	All
		165) Cables - custom	15.00%	All
		166) Cables - printer	15.00%	All
		167) Complex warranties	3.00%	All
		168) Desktop Accessories	6.75%	All
		169) Display Accessories	3.50%	All
		170) Electronic Services	3.00%	All
		171) Handheld Accessories	6.75%	All
		172) Imaging Accessories	6.75%	All
		173) Imaging - Camcorders	3.50%	All
		174) Imaging - Digital Cameras	3.50%	All
		175) Internal Lab Service	3.00%	All
		176) Lab fees	3.00%	All
		177) Managed Services	3.00%	All
		178) Miscellaneous solutions	3.00%	All
		179) Mounting hardware for vehicles	2.50%	All
		180) Networking Warranties	3.50%	All
		181) Notebook Accessories	2.50%	All
		182) Notebook Batteries	5.00%	All
		183) PC Lab order services	3.00%	All
		184) POS Accessories	4.25%	All

EXHIBIT B
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	185) POS Displays	4.25%	All
	186) Power Accessories	5.00%	All
	187) Power Surge Protection	5.00%	All
	188) Power UPS	5.00%	All
	189) Server Accessories	4.00%	All
	190) Service Charge	2.00%	All
	191) System Components	13.00%	All
	192) Training Courses	3.00%	All
	193) Training Reference Manuals	3.00%	All
	194) Warranties - Electronic	3.00%	All
	195) iPad / Tablet Stylus	6.75%	All
	196) Mouse / Wrist Pads	6.75%	All
	197) Security Locks and Hardware	6.75%	All
	198) Tools	6.75%	All
	199) Document Scanner Accessories	3.00%	All
	200) Flatbed Scanners	3.00%	All
	201) Mobile Scanners	3.00%	All
	202) Network Scanners	3.00%	All
	203) Sheet fed Scanners	3.00%	All
	204) Wide Format Scanners	3.00%	All
	205) Workgroup / Department Scanner	3.00%	All
	206) Build to Order Desktops	2.10%	All
	207) Nettop	3.00%	All
	208) Point of Sale	4.25%	All
	209) Ultra Small Form Factor	2.10%	All
	210) Apple / Mac Memory Upgrades	13.00%	All
	211) Chips / SIMMs/SIPPs / ROMs	13.00%	All
	212) Computer Cases	13.00%	All
	213) CPUs / Fans	13.00%	All
	214) Memory Accessories	13.00%	All
	215) Motherboards / Chassis	13.00%	All
	216) 1 - 2 port Serial Boards	13.00%	All
	217) 3+ port Serial Boards	13.00%	All
	218) Console Server	4.00%	All
	219) Device Server	4.00%	All
	220) Terminal Server	4.00%	All
	221) Content Management	4.00%	All
	222) Firewall / VPN Appliances	5.50%	All

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	223) Multifunction Security Appliances	5.50%	All
	224) Network Camera Accessories	5.50%	All
	225) Network Cameras	5.50%	All
	226) Physical/Environmental Security	5.50%	All
	227) Security Appliance Accessories	5.50%	All
	228) Security Tokens	5.50%	All
	229) Unified Threat Management	5.50%	All
	230) 2-way Radios / Walkie Talkies	6.75%	All
	231) Apple Notebooks	2.50%	All
	232) Convertible PCs / Slate PCs / iPad	2.25%	All
	233) iPad	2.25%	All
	234) Slate Tablet Computers	2.25%	All
	235) GPS / PDA	6.75%	All
	236) Wireless Communication Devices	2.50%	All
	237) Batteries	5.00%	All
	238) Power Supplies / Adapters	5.00%	All
	239) Rackmount Equipment	5.00%	All
	240) Remote Power Management	5.00%	All
	241) Surge Suppressors	5.00%	All
	242) UPS / Battery Backup	5.00%	All
	243) 14" & smaller LCD Display	3.50%	All
	244) 15-19" LCD Display	3.50%	All
	245) 15-19" Wide LCD Display	3.50%	All
	246) 15-19" Wide LED Display	3.50%	All
	247) 20-30" LCD Display	3.50%	All
	248) 20-30" Wide LCD Display	3.50%	All
	249) 20-30" Wide LED Display	3.50%	All
	250) PCoIP and Zero Client Displays	3.50%	All
	251) Arm Mounts	3.50%	All
	252) Ceiling Mounts	3.50%	All
	253) Combo Mounts	3.50%	All
	254) Desktop Stands / Risers	3.50%	All
	255) Flat Wall Mounts	3.50%	All
	256) Mount Accessories	3.50%	All
	257) Pole Display	4.25%	All
	258) Stands / Carts / Feet	3.50%	All
	259) Tilt Wall Mounts	3.50%	All

EXHIBIT B
PRICING

		260) C-Cure Products	4.00%	All																				
		261) Istar Products	5.50%	All																				
11)	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE																				
		Design and Analysis	Please see CDW•G's Professional Services Offering below for descriptions of CDW•G's Professional Services.																					
		Configuration		%																				
		Implementation		%																				
		Installation		%																				
		Training		%																				
		Maintenance & Support		%																				
		CDW Configuration Services		5%																				
12)	Group 12 - Additional Products/Services Not Identified	Please see CDW•G's Configuration Services Pricelist below for descriptions and pricing of CDW•G's Configuration Services.																						
		Apple Products for eligible Government and Educational Entities		0.50%																				
CDW•G has conformed to the National Pricing structure aligning to National IPA's product taxonomy, however, CDW•G will manage the resultant contract according to CDW•G's Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G's Nationally Advertised Pricing which is publicly verifiable at www.cdwg.com.																								
<table><tr><th>CDW•G Product Tree Categories</th><th>Discount</th></tr><tr><td>Accessories</td><td>6.75%</td></tr><tr><td>Power, Cooling & Racks</td><td>5.00%</td></tr><tr><td>Desktop Computers</td><td>3.00%</td></tr><tr><td>PC Compatible Desktop Computer</td><td>2.10%</td></tr><tr><td>PC Compatible Workstation</td><td>3.00%</td></tr><tr><td>Blade PCs</td><td>3.00%</td></tr><tr><td>RISC Processor Workstation</td><td>3.00%</td></tr><tr><td>Thin Clients</td><td>3.00%</td></tr><tr><td>Web TV Access Unit</td><td>3.00%</td></tr></table>					CDW•G Product Tree Categories	Discount	Accessories	6.75%	Power, Cooling & Racks	5.00%	Desktop Computers	3.00%	PC Compatible Desktop Computer	2.10%	PC Compatible Workstation	3.00%	Blade PCs	3.00%	RISC Processor Workstation	3.00%	Thin Clients	3.00%	Web TV Access Unit	3.00%
CDW•G Product Tree Categories	Discount																							
Accessories	6.75%																							
Power, Cooling & Racks	5.00%																							
Desktop Computers	3.00%																							
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PC Compatible Workstation	3.00%																							
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RISC Processor Workstation	3.00%																							
Thin Clients	3.00%																							
Web TV Access Unit	3.00%																							

EXHIBIT B
PRICING

Windows Based Terminals	3.00%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Notebook Accessories	2.50%
Wireless Communication Devices	2.50%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%
Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of and participating in special manufacturer programs.

CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders qualify to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.

As Apple's largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.

EXHIBIT B
PRICING

CDW•G Professional Services Offering			
Major Metro Service Areas			
Washington, DC New York City Metro Los Angeles San Francisco San Diego Boston Metro Chicago Federal Philadelphia Seattle	Raleigh Houston Tampa Atlanta National Dallas Cincinnati Detroit Minneapolis St. Louis/KC Denver Nashville Portland	Madison Wausau Milwaukee Appleton Grand Rapids Indianapolis Cleveland	
Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.			
Solution Domain	Discipline	Technology Domain	Role
Datacenter	Storage	Data Migration	Senior Consulting Engineer
		EMC	Senior Consulting Engineer
		IBM	Senior Consulting Engineer
		VMWare	Senior Consulting Engineer
		NetApp	Senior Consulting Engineer
Datacenter	Networking & Enterprise Networking	Infrastructure & Networking	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
Mobility	Client Management	Client Virtualization Endpoint Management Mobile Device Management	Technical Lead
			Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
Security	Network Security	Citrix	Technical Lead
			Senior Consulting Engineer
			Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
Security	Network Security	Network Security	Principal Consulting Engineer
			Senior Consulting Engineer
			Consulting Engineer
			Associate Consulting Engineer

EXHIBIT B PRICING

	Security	Information Security	Information Security	Penetration Testing
				Gap Analysis (HIPAA gap, PCI Gap, NIST)
	Collaboration	Communication	Voice, Video Collaboration	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	Engagement	Contact Center	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	Productivity	Information Worker	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Consulting Advisory Services	Consulting Advisory Services	Consulting Advisory Services	CAS_Business_Analyst
				CAS_Consulting_Services_Architect
				CAS_Engagement_Manager
				CAS_Technology_Architect
				CAS_Business_Architect
	Project & Program Management	Project & Program Management	Project & Program Management	Project Admin
				Project Manager
				Senior Project Manager
				Program Manager

CDW•G Configuration Services

Service Group	EDC	Description	Advertised Price	Contract Discount	Contract Ceiling Price
Hardware Configurations and Priority Service					
Priority	1625768	PRIORITY SERVICE	\$ 21.99	5%	\$ 20.89
Hardware	1706188	CDW Hardware Install for Server	\$ 32.99	5%	\$ 31.34
Hardware	1706189	CDW Hardware Install for DT-LT	\$ 17.99	5%	\$ 17.09
Hardware	1820627	CDW Hardware Install for Netcom	\$ 22.99	5%	\$ 21.84
Hardware	3558560	CDW MOBILE DEVICE SIM CARD INSTALL	\$ 9.99	5%	\$ 9.49
Hardware	2437037	CDW RACK CONFIG 1 CREDIT	\$ 82.99	5%	\$ 78.84
Hardware	3803338	CDW HARDWARE INSTALL FOR PRINTER	\$ 32.99	5%	\$ 31.34
Asset Tagging					
Asset Tags	322170	CDW ASSET TAGS NO INSTALL MAIL ONLY	\$ 0.98	5%	\$ 0.93
Asset Tags	338519	CDW ASSET TAG W/O INSTALL	\$ 9.99	5%	\$ 9.49
Asset Tags	338521	CUSTOMER ASSET TAG CONFIG SERVICE	\$ 9.99	5%	\$ 9.49
Asset Tags	500814	CDW CREATE CUSTOM TAG/LABEL	\$ 29.99	5%	\$ 28.49
Asset Tags	500815	BASIC CUSTOM TAG	\$ 9.99	5%	\$ 9.49
Asset Tags	500817	INTERMEDIATE CUSTOM TAG	\$ 17.99	5%	\$ 17.09

EXHIBIT B **PRICING**

Asset Tags	500818	ADVANCED CUSTOM TAG	\$ 22.99	5%	\$ 21.84
Asset Tags	537315	CDW CREATED CUSTOM TAG – MAIL ONLY	\$ 1.22	5%	\$ 1.16
Asset Tags	955862	CDWG UID TAG/LABEL	\$ 9.99	5%	\$ 9.49
Asset Tags	1095109	CDW RFID TAG	\$ 61.99	5%	\$ 58.89
Asset Tags	3465262	BASIC CUSTOM TAG W/BOX DUP TAG	\$ 10.99	5%	\$ 10.44
Asset Tags	3465269	CUSTOMER ASSET TAG W/BOX DUP REQ6330	\$ 10.99	5%	\$ 10.44
Asset Tags	4347185	CUSTOMER ASSET TAG W BOX DUP REQ6247	\$ 12.99	5%	\$ 12.34
Asset Tags	3465895	INTERMEDIATE CUSTM TAG W-BOX DUP TAG	\$ 21.99	5%	\$ 20.89
Asset Tags	3982815	ADV CUSTOM TAG W/BOX DUP	\$ 24.99	5%	\$ 23.74
Configuration Service Bundles					
Bundle	2342089	CDW HW IMAGE CDW ASSET TAG-REQ1173	\$ 45.99	5%	\$ 43.69
Bundle	2342092	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	\$ 52.99	5%	\$ 50.34
Bundle	2342096	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	\$ 52.99	5%	\$ 50.34
Bundle	2342098	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	\$ 46.99	5%	\$ 44.64
Bundle	2342102	CDW IMAGE CDW ASSET TAG PRI-REQ1177	\$ 39.99	5%	\$ 37.99
Bundle	2342106	CDW HW IMAGE PRIORITY-REQ1178	\$ 53.99	5%	\$ 51.29
Bundle	2423730	CDW HW IMAGE CDW ASSET PRI-REQ1193	\$ 53.99	5%	\$ 51.29
Bundle	2423732	CDW HW IMG BSC CSTM TAG PRI-REQ1194	\$ 59.99	5%	\$ 56.99
Bundle	2423734	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	\$ 59.99	5%	\$ 56.99
Bundle	2426793	CDW IMAGE CUSTMER ASSET TAG-REQ1197	\$ 39.99	5%	\$ 37.99
Bundle	2426795	CDW IMAGE CDW ASSET TAG-REQ1198	\$ 32.99	5%	\$ 31.34
Bundle	2426798	CDW HARDWARE IMAGE DEPLOY-REQ1199	\$ 45.99	5%	\$ 43.69
Bundle	2853723	CDW IMAGE BASIC CUSTOM TAG-REQ1324	\$ 39.99	5%	\$ 37.99
Bundle	2853726	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	\$ 39.99	5%	\$ 37.99
Bundle	3269810	CDW HW IMG INTRM TAG CMPTRAC REQ1901	\$ 63.99	5%	\$ 60.79
Bundle	3327808	CDW LIGHT TOUCH IMAGE DEPLOY W-VPN	\$ 42.99	5%	\$ 40.84
Bundle	4008018	LEVEL 1 IOS\ETCH INSERT REQ 5075	\$ 39.99	5%	\$ 37.99
Bundle	4008025	LEVEL 1 IOS\ETCH REQ 5076	\$ 33.99	5%	\$ 32.29
Bundle	4041681	IOS LVL1 & SRVC CUST INSERT REQ5156	\$ 28.99	5%	\$ 27.54
Bundle	4056755	INT CUST TAG&DUP + DATA CAP CONTRACT	\$ 21.99	5%	\$ 20.89
Bundle	4086733	CDW LT IMAGE DEPLOY W/VPN&BOX LABEL	\$ 44.99	5%	\$ 42.74
Bundle	4171085	COI SPECOPS & PROJECTMANGEMENT R5611	\$ 569.99	5%	\$ 541.49
Diagnostics					
Diagnostics	214266	CDW BURN IN 12 HOURS	\$ 21.99	5%	\$ 20.89
Imaging					
Imaging	195856	CDW INSTALLING CUSTOM SERVER IMAGE	\$ 113.99	5%	\$ 108.29
Imaging	247489	HILL ROM CREATE CUSTOM RESTORE CD	\$ 49.99	5%	\$ 47.49
Imaging	266912	CDW APPLE IMAGE DEPLOYMENT	\$ 32.99	5%	\$ 31.34
Imaging	283926	CDW MASTER IMAGE CREATION CREDIT	\$ 183.99	5%	\$ 174.79
Imaging	379370	CDW INSTALLING CUSTOM PDA IMAGE	\$ 17.99	5%	\$ 17.09
Imaging	534223	CDW STANDARD IMAGE DEPLOYMENT DT/NB	\$ 32.99	5%	\$ 31.34
Imaging	763587	FLASH DRIVE IMAGING	\$ 9.99	5%	\$ 9.49
Imaging	763593	CDW USB RESTORE UPTO 16GB	\$ 39.99	5%	\$ 37.99
Imaging	809048	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	\$ 31.99	5%	\$ 30.39
Imaging	1640342	CDW INSTALLING ALTIRIS SERVER IMAGE	\$ 113.99	5%	\$ 108.29
Imaging	1926223	CDW TERMINAL IMAGE DEPLOYMENT	\$ 32.99	5%	\$ 31.34
Imaging	2691836	CDW ZERO TOUCH IMAGE DEPLOYMENT	\$ 32.99	5%	\$ 31.34
Imaging	2798606	CDW IMAGE MODEL MIGRATION CREDIT	\$ 113.99	5%	\$ 108.29

EXHIBIT B **PRICING**

Imaging	2869570	CDW USB RESTORE UPTO 32GB	\$ 52.99	5%	\$ 50.34
Imaging	3652393	CDW CREATE CUSTOM RECOVERY PARTITION	\$ 353.99	5%	\$ 336.29
Imaging	3765107	SERVER RACKING ADV IMAGING SVC	\$ 219.99	5%	\$ 208.99
Imaging	3982809	CDW USB RESTORE SVC UPTO 64GB	\$ 63.99	5%	\$ 60.79
Imaging	4008336	CHROME WHITE GLOVE SERVICE TIER1	\$ 22.93	5%	\$ 21.78
Imaging	4008354	CHROME WHITE GLOVE SERVICE TIER2	\$ 24.93	5%	\$ 23.68
Imaging	4419882	CHROME UNMANAGED KIOSK APP INSTALL	\$ 28.92	5%	\$ 27.47
Imaging	4086723	CDW IMAGE DEPLOY W BOX LABEL REQ6281	\$ 33.99	5%	\$ 32.29
Imaging	4086738	CDW SCCM SRV-ZERO TOUCH W/BOX LABEL	\$ 33.99	5%	\$ 32.29
Laser Etching / Color Branding					
Laser Etching	1461344	CDW LASER ETCHING-TIER 1 STATIC SML	\$ 11.00	5%	\$ 10.45
Laser Etching	2815190	CDW LASER ETCHING-TIER 2 STATIC LRG	\$ 15.00	5%	\$ 14.25
Laser Etching	2815191	CDW LASER ETCHING-TIER 3 DYNAMIC	\$ 22.00	5%	\$ 20.90
Color Branding	3223260	CDW COLOR BRANDING TEMPLATE	\$ -	5%	\$ -
Color Branding	4100630	CDW COLOR BRANDING TIER 1	\$ 15.00	5%	\$ 14.25
Color Branding	3223250	CDW COLOR BRANDING TIER 2	\$ 22.00	5%	\$ 20.90
Color Branding	3436605	CDW COLOR BRANDING TIER 3	\$ 30.00	5%	\$ 28.50
Mobile Carts					
Mobile Carts	4466480	CDW CHROMEBOOK WIRE CART CONFIG	\$ 120.00	5%	\$ 114.00
Netcom					
Netcom	311718	CDW NETWORK & SECURITY DEVICE CONFIG	\$ 40.00	5%	\$ 38.00
Netcom	1550455	CDW NETWORK & SEC CHASSIS CONFIG BUN	\$ 100.00	5%	\$ 95.00
Netcom	1550460	CDW NETWORK & SEC DEVICE CONFIG BUN	\$ 65.00	5%	\$ 61.75
Netcom	2394839	CDW NETWORK & SEC CHASSIS CONFIG	\$ 70.00	5%	\$ 66.50
Netcom	2432019	CDW VPN DOMAIN JOIN ONLY	\$ 8.00	5%	\$ 7.60
Netcom	3628500	CDW VPN DOMAIN JOIN ONLY-PCA	\$ 8.00	5%	\$ 7.60
Netcom	3651585	CDW AP/ENDPOINT PROVISIONING	\$ 30.00	5%	\$ 28.50
Netcom	4121801	CDW AP/ENDPOINT FIRMWARE UPDATE	\$ 16.00	5%	\$ 15.20
Netcom	4219966	CDW CLIENT VPN CONFIGURATION	\$ 12.00	5%	\$ 11.40
Other					
Other	504311	CDW HP ILO ACTIVATION	\$ 12.00	5%	\$ 11.40
Other	872360	CDW SYSTEM BIOS/FIRMWARE UPG	\$ 16.00	5%	\$ 15.20
Other	1197175	CDW CUSTOM IP CONFIGURATION	\$ 12.00	5%	\$ 11.40
Other	1197180	CDW BIOS CUSTOMIZATION	\$ 5.00	5%	\$ 4.75
Other	1369901	CDW SRVC CUSTOM ADDED INSERTS	\$ 5.00	5%	\$ 4.75
Other	1369904	CDW DDS / COMPUTRACE ACTIVATION	\$ 5.00	5%	\$ 4.75
Other	1369905	CDW DATA CAPTURE & TRACKING SRVC	\$ 5.00	5%	\$ 4.75
Other	1713539	CDW SPECIAL CONFIG REQ - 1 CREDIT	\$ 5.00	5%	\$ 4.75
Other	1713542	CDW SPECIAL CONFIG REQ - 6 CREDITS	\$ 30.00	5%	\$ 28.50
Other	1713544	CDW SPECIAL CONFIG REQ - 12 CREDITS	\$ 60.00	5%	\$ 57.00
Other	2366694	CDW APPLE IOS CUSTOMIZATION LVL 1	\$ 15.00	5%	\$ 14.25
Other	2366709	CDW APPLE IOS CUSTOMIZATION LVL 2	\$ 30.00	5%	\$ 28.50
Other	2613286	CDW ANDROID CUSTOMIZATION LVL 1	\$15.00	5%	\$ 14.25
Other	2613287	CDW ANDROID CUSTOMIZATION LVL 2	\$ 30.00	5%	\$ 28.50
Other	2671476	CDW SCREEN OVERLAY INSTALL SERVICE	\$ 8.00	5%	\$ 7.60
Other	2696504	CDW Hard Drive Data Encryption DT/NB	\$ 12.00	5%	\$ 11.40
Other	2828923	CDW SAS RAID Activation	\$ 12.00	5%	\$ 11.40
Other	2858009	CDW KINDLE AD REMOVAL REQ1329	\$ 30.00	5%	\$ 28.50

EXHIBIT B **PRICING**

Other	3553290	CDW APPLE ID CREATION	\$ 5.00	5%	\$ 4.75
Other	3899153	CDW VPRO BASIC ACTIVATION REQ4717	\$ 5.00	5%	\$ 4.75
Other	4248044	CDW LENOVO IMM ACTIVATION	\$ 12.00	5%	\$ 11.40
Other	4176320	CDW ASSET MGMNT UPDATE SVC REQ 5634	\$ 1.25	5%	\$ 1.19
Software					
Software	76056	CDW APPLICATION INSTALL DT/NB	\$ 36.00	5%	\$ 34.20
Software	76980	CDW NETWORK OPERATING SYSTEM INSTALL	\$ 200.00	5%	\$ 190.00
Software	346243	CDW STD WINDOWS CLIENT OS INSTALL	\$ 90.00	5%	\$ 85.50
Software	931000	CDW NETWORK APPLICATION INSTALL	\$ 100.00	5%	\$ 95.00
Software	1197183	CDW APPLICATION UPDATES AND MAINTENANCE	\$ 22.00	5%	\$ 20.90
Software	1278296	CDW OEM MFG OS INSTALLATION	\$ 90.00	5%	\$ 85.50
Software	1291101	CDW LINUX INSTALLATION OS-ALL VERS	\$ 120.00	5%	\$ 114.00
Software	1550439	SUN SOLARIS INSTALLATION – ALL VERSIONS	\$ 200.00	5%	\$ 190.00
Software	1550447	VMWARE INSTALLATION – ALL VERSIONS	\$ 70.00	5%	\$ 66.50
Software	3803347	CDW SOFTWARE CONFIG FOR PRINTER	\$ 24.00	5%	\$ 22.80
Software	3982800	CDW HDD OS SWAP SVC REQ5012	\$ 36.00	5%	\$ 34.20
Configuration Project Management / COI					
Proj. Mgmt	3110955	CDW CONFIG PROJECT COORD HRLY CREDIT	\$ 75.00	5%	\$ 71.25
Proj. Mgmt	4289890	CDW CONFIG PM 150 HRLY CHARGE	\$ 150.00	5%	\$ 142.50
Proj. Mgmt	3536706	CDW COI PROJ COORD /OPS COST	\$ 5,000.00	5%	\$ 4,750.00
Proj. Mgmt	3543509	CDW CONFIG PROJECT COORD CREDIT/UNIT	\$ 5.00	5%	\$ 4.75
Proj. Mgmt	3752290	CDW PROJ MNGMNT CONFIG AP SVC	\$ 7.00	5%	\$ 6.65
Proj. Mgmt	4086747	CONFIGS SERVICES PROJ MGMT(PER UNIT)	\$ 1.00	5%	\$ 0.95
Proj. Mgmt	4087191	CONFIGS SERVICES PROJ MGMT(PER UNIT)	\$ 0.50	5%	\$ 0.48
COI	3268855	CDW CONFIG PROJECT COORD COI SVC	\$ 300.00	5%	\$ 285.00
COI	3561536	COI OPS PALLET RECEIVING/PROCESSING	\$ 480.00	5%	\$ 456.00
COI	4439488	COI OPS PALLET/MONTH REC/PRO	\$ 40.00	5%	\$ 38.00
COI	3659769	CDW COI OPERATIONAL EXPENSE WITH SN	\$ 10.00	5%	\$ 9.50
COI	3827583	COI TEMP TAG NO INSTALL E-MAIL	\$ 10.00	5%	\$ 9.50

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

EXHIBIT C
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Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or

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further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.
 - a. **Manufacturer's Warranty.** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED,

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

- b. **Services Warranty.** City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.
 - c. **Third Party Services Warranty.** In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.**
- a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
 - b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The foregoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

EXHIBIT C
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performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

City of Mesa

Information Technology Solutions and Services

Solicitation #2018011

October 23, 2017

Original



*CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061*





One CDW Way
230 N. Milwaukee Ave
Vernon Hills, IL 60061

P: 847.371.5800
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www.cdwg.com/PeopleWhoGetIT

City of Mesa
20 E Main Street, Suite #400
Mesa, AZ 85201
October 23, 2017

RE: Information Technology Solutions and Services Solicitation #2018011

Dear Ms. Brause:

CDW-G is pleased to present the following proposal to the City of Mesa. As a leading provider of IT solutions to state and local entities, we are excited to present our response to your needs. Over the past decade through our relationship with National IPA, we have seen a consistent 30% annual growth of our contract. Our contract expertise, customer-focus, and commitment to diversity have enabled us to bring our customers the solutions and services that deliver outstanding value. We regularly respond to varied IT needs: Be it small rural communities to large municipalities and states, the City of Mesa can be sure that we are ready to be your partner in any IT enterprise. Below are just a few of the benefits that the members of this cooperative will enjoy:

Contract Expertise. Consistently meeting your needs is our main focus which is why we'll update your contract, adding new technologies as soon as you need them. If it is in our catalog, we can add it to your contract. Whatever your needs may be, we will work with you to make sure those needs are met. Included in your contract are pricing options that will enable the City of Mesa to compare pricing options. This benefit enables you to make more informed decisions and provides you with purchasing reports.

Local Presence, National Reach. Whether it's in small towns, rural counties, or large cities, we'll be where you are to leverage our national network of service providers, bringing you the expert/customer-centered solutions you've come to expect from us. With 30 locations nationally and coworkers located in 45 states, we are dedicated to serving our customers' needs, wherever they are. You will enjoy a dedicated team of CDW-G resources who stand ready to work with you and solve today's technology challenges. Coupled with our strong centralized support locations, we offer you a national contract with a local focus, tailored to your requirements, with a flexibility to grow with you as your needs change.

Commitment to Diversity. We work with hundreds of diverse suppliers to promote historically underutilized and local businesses. These local suppliers are part of the reason we are able to deliver exceptional products and services. As members of your local community, we work with these suppliers to better understand our customers' needs and to support locally-focused businesses. We partner with over 600 MBE/WBE businesses and achieve more than \$1.5B annually in overall diversity spend.

We look forward to establishing a collaborative working relationship and are confident that our proposal will exceed your expectations. To discuss our response, please contact Proposal Specialist Cale LaSalata at calelas@cdw.com or 203-851-7211.

Sincerely,

Christina V. Rother
President, CDW Government LLC

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Executive Summary

The City of Mesa, through this solicitation, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to enable public and non-public entities in Arizona to purchase all manner of IT solutions and services. Understanding that value and efficiency in procurement are hot-button issues for the City of Mesa, we have kept that as our guiding principles for the response contained herein. As states and municipalities work within constrained budgets, now more than ever, value and sound purchasing practices of utmost importance when choosing an IT solutions provider and partner. CDW Government LLC ("CDW•G") has been a reliable partner of National IPA for over a decade with a demonstrable track record of delivering outstanding IT solutions, with efficient delivery, and all of the benefits that come from this contract.



What sets our offer apart from what our competition will provide is that our approach to our customers is to treat them as a partner. Everything that we do as a company revolves around the main focus of our business: our customers. Because we provide solutions to a variety of entities (from public to private; small businesses and rural communities, to the federal government and large municipalities), we know that solutions aren't "one-size fits all." Tailoring our solutions to our customers requires us to get to know you and meet you where you are to gain a better understanding of what drives your business.

Evidenced by our ten year successful relationship with the team at National IPA, our approach to IT solutions reflects a belief that true value comes from delivering to our customers exactly what they want, when they want it. Efficient online purchasing, dedicated support, highly certified services providers, and contract compliance are only a few of the features of what we can deliver to the City of Mesa.

Contract Excellence

Understanding that compliance with city policy and state financial statutes is important to the City of Mesa, we have built our response to Mesa around our approach to working with government customers. We know that the City of Mesa has legal and regulatory compliance requirements to which you have to adhere. That is why our approach incorporates your regulatory compliance needs and builds your contract around those obligations. Contract participants' Account Center has a wealth of information which will enable them to make better informed purchasing decisions and provide them reports on purchases, updated pricing, and much more.

What differentiates us from our competition is our Program Management team who oversee the administration of negotiated contracts. While some of our competition may have one or two individuals tasked to ensure contract compliance, we maintain a team of highly trained professionals whose sole goal is ensure that we meet our commitments to our contract customers. Program Managers also work with our Marketing department to promote your contract and educate our sales force on the particularities of the contract. Our Program Management teams work to make sure that our sales teams are educated on the contract requirements.

Our Program Management team also compiles a variety of reports, ranging from updated pricing and product options to purchase history and analyses of the success of the contract.

Some of the features of what we will provide you are:

- o Understand and Comply with all applicable statutory and contractual provisions;
- o Maintain consistent, contract-compliant pricing;
- o Comply with any security requirements;
- o Follow proper protocols, including obtaining customer approval, prior to making any substitutions or deviations from the original contract requirements and specifications;
- o Engage directly, honestly and truthfully in our discussions with agency representatives and government employees

In addition to a flexible contract, contract participants will enjoy the advantages of a dynamic pricing structure. As CDW•G employs a vendor-neutral approach to IT solutions, we leverage that method to deliver better pricing to our customers. Because of our size and reputation in the IT marketplace, we have the ability to deliver volume discounts, exclusive pricing, and special promotions unavailable with other IT solution providers.

National Services Presence

We have over 30 offices around the United States. Meeting contract participants where they are is really important to us: We want to understand our customers' needs, their environment, the particularities that make contract participants the unique customers they are. Understanding what drives purchasing decisions helps us provide more tailored solutions. We have a national network of service providers, all trained in the latest approaches, methodologies, and solutions, consistently carrying the highest level of OEM certifications. This means that when contract participants need us to come into their environments and provide guidance, they can be sure that they're receiving guidance from seasoned experts with years of experience in solution deployment.

Our Services model offers customers an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency and resources of a multinational provider. We have 30-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of contract participants. In addition to our local branches, we have over 1,100 services professionals and a network of trusted service and solutions partners. In fact, because of our national scale, CDW•G is able to identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

Logistics

One of the many benefits of our proposed solution is how we work with you to deliver your IT purchases. From order placement to delivery, how we bring you your purchases is almost as important to us as what you buy. Making the purchasing and delivery process easier and time-efficient, we work hard to guarantee that you receive the most cost-effective purchasing options available. Your account center will enable you to:

- o Connect with your dedicated account manager and team of specialists;
- o Create and retrieve quotes and collaborate with your account manager;
- o Promote IT standards;
- o Track orders and shipments;
- o Manage purchases and payments;
- o Set shipping and billing preferences and manage contact information

Factor in our two strategically-located distribution centers that hold \$220M of inventory, on average, you can be sure that we have what you need when you need it, and have the ability to get it to you quickly. We maintain both a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. The combined square footage of our distribution centers is three times greater than most of our competition. These locations facilitate quick distribution of products to our growing customer base throughout the country

Breadth of Coverage

CDW•G has over 840 Account Manager and 65 Field Representatives forming account teams across five verticals: Higher Education, K12 Education, Healthcare, Federal Government, and State & Local Government. In addition, our account teams are organized geographically: North, South, East, and West which facilitates their ability to be uniquely aware of the local landscape, identifying key partnerships and common local practices for contracting. These account teams are supported by technology specialists and segment technologists who can go deep into particular solution sets with our customers. No other national provider can claim the size and depth of knowledge of our highly skilled account teams, it is a particular point of pride for CDW•G. Wherever our customers are located, CDW•G invests heavily in our sales teams' ability to meet our customers' needs.

Summary

The City of Mesa can be confident that by partnering with CDW•G for the National IPA contract, we will be able to meet your needs and deliver the best value for contract participants. Evidenced by our successful ten year relationship with the City of Tucson, Mesa can expect the same level of local attention from a national IT solution provider. We stand ready to bring you a contract that will be tailored to your requirements and considerate of what's important to you. At every stage of the lifecycle of your contract, your dedicated team of Account Managers, Program Managers, and Service providers is prepared to advise you and work with you to guarantee your total satisfaction; ensuring our commitment to you is consistently met. We are pleased to offer you the following proposal and look forward to being your trusted partner for years to come.

Tab 2

Program Description and Method of Approach

1. Provide a response to the national program.
 - a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

CDW•G Response:

A. Method of Approach

Response to National IPA Cooperative Contract

1. Provide a response to the national program.
- A. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

3.1 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.2 Company

- A. Brief history and description of your company.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are further segmented by agency type, education (K12/High Ed) or government, which allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more

than 100,000 name-brand technology products from over 1,100 leading IT manufacturers.

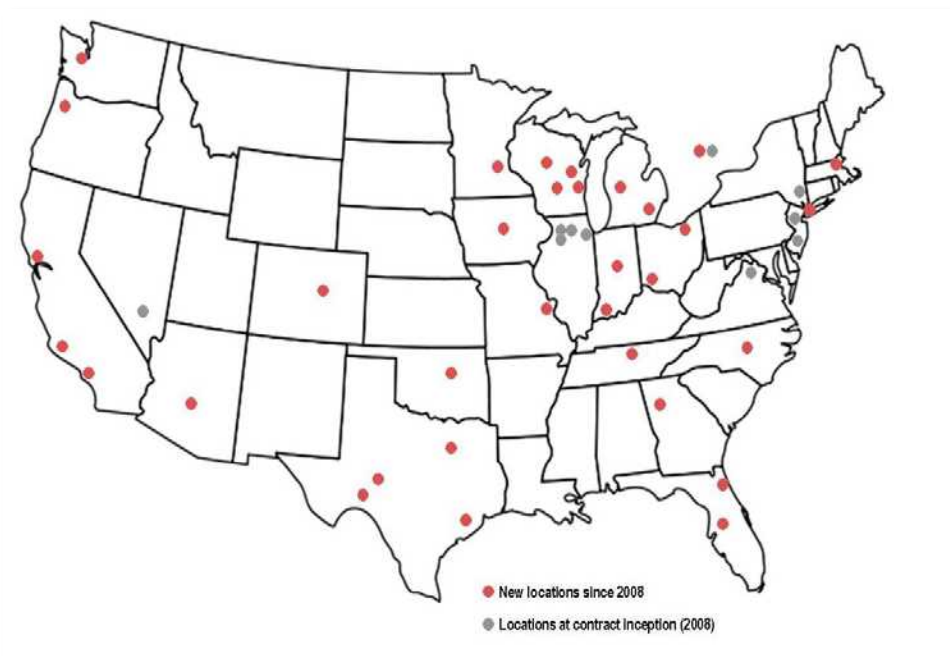
CDW•G delivers more than just product; we also deliver IT solutions. We offer a full range of technology services including: cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to: Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

B. Total number and location of sales persons employed by your company.

CDW•G currently employs more than 1,456 coworkers, part of our larger organization of 8,800 employees nationwide and in Canada, with over 30 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

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

When CDW•G was awarded a similar contract with National IPA's involvement in 2008, we had offices in five states and Canada. We have drastically expanded our location portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have over 30 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



D. Annual sales for the three previous fiscal years.

Below you can see evidence of CDW Corporation's sales growth, CDW•G's growth, and our growth on the contract as well. CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. The growth rates of National IPA

exceed the standard rate for CDW•G, demonstrating our results to both grow organically and promote the contract within our existing client base.

Explosive Sales Growth						
Year	Annual Revenues			YOY Growth		
	National IPA (\$ Millions)	CDW•G (\$ Billions)	CDW (\$ Billions)	National IPA	CDW•G	CDW
2013	\$113	\$4.2	\$10.8			
2014	\$160.1	\$4.9	\$12.1	41.5%	16.7%	25.0%
2015	\$253.7	\$5.1	\$13.0	58.5%	4.1%	7.4%
2016	\$390	\$5.6	\$14.0	53.7%	9.8%	7.7%

E. Submit your FEIN and Dun & Bradstreet report.

CDW•G FEIN: 36-4230110

Dun & Bradstreet numbers:

CDW Corporation	107627952
CDW Government LLC	026157235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

3.3 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

We offer more than 100,000 brand-name products from over 1,100 leading manufacturers. We carry over \$200 million in inventory, and ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities

CDW•G keeps a large breadth of products and fresh inventory on hand, in order to provide contract members with new technology as it becomes available. We constantly monitor trends within the IT industry to ensure that we offer our customers the latest technology and the most optimal solutions. Our inventory management system enables our purchasing department to excel at maintaining a one- to four-week supply of products in our distribution centers. Our inventory turns over 24-26 times per year.

The distribution centers' automated system scans bar-code labels on each product, pick list, and shipping label, resulting in increased delivery speed and accuracy. Some of smaller items require coworker assembly; "Ready Ship" products (items that ship in their original carton) move through the system even faster. Once the order shipment is ready for loading, a final scan determines the correct truck and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds.

CDW•G's strategic relationships with industry leading original equipment manufacturer (OEM) technology partners, such as HP, Cisco, Lenovo, and Apple, means that we not only have access to steep product discounts, but also greater access to the products and a more efficient procurement processes.

We receive notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. When



CDW•G receives notification of an upcoming stock outage, we utilize our distribution centers' large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

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

CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx. Both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truckload (TL) and less than truckload (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. Each distribution center serves as backup for the other. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors: Synnex, Tech Data, and Ingram Micro. Our OEM partners send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

- D. State any return and restocking policy and fees, if applicable, associated with returns. CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 7, Appendix of this response. Customers may also obtain

additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, returns@cdw.com.

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - I. Executive leadership endorsement and sponsorship of the award as the public sector go-to- market strategy within first 10 days

Per Arizona Revised Statutes § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.

Part of CDW•G's commitment to our customer base is constantly seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. We bring senior leaders from across our public-sector management team together with National IPA 2-3 times per year to review contract initiatives and customer feedback.

Our ongoing efforts with National IPA in seven specific target accounts highlights this unique and longstanding collaboration. We meet monthly to review the current state of business and execution of each account's growth strategy. In 2017, we have already seen success in Los Angeles World Airports and the City of Kansas City. The combined teams will continue to drive contract adoption amongst non-participating agencies.

CDW•G's leadership team is securely behind the growth and strategy of this program – both to the benefit of the City of Mesa and also across the nation. Key members of the leadership team include:

David Hutchins, CDW•G's VP of Education Sales, is an executive sponsor of the City's contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



Robert F. Kirby, CDW•G's VP of Federal and State & Local Sales, is an executive sponsor for this contract. He will ensure that sales teams work towards the success of the contract and consistently works with manufacturer partners to allow CDW•G to bring contract participants further benefits through targeted solution campaigns, like our public safety initiative.

Tara Barbieri, CDW•G's Director of Capture, is also an executive sponsor for the contract. She has endorsed and sponsored this contract since the inception in 2008, and shall continue this role upon award. In her position, she is dedicated exclusively to our company's contractual sales, and leads



with the knowledge and experience in cooperative purchasing contracts. Internally, she has promoted this contract to CDW's President Tom Richards and, externally, to HPE's Meg Whitman. This is to say that for over ten years, she has worked tirelessly to champion this contract and has been integral to growing this contract into what it is today.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory use requirements within individual states. We cannot agree to market the City's contract as our *primary public sector go-to-market strategy*; however, we have included an appropriate marketing plan and pledge to continue focusing on the contract's success and awareness. We believe this pledge should not be viewed lightly, as with our support, this contract's volume has surpassed the \$350M mark as of last year in yearly sales. We understand through competitive research that our competitors rarely take issue with similar requests for commitments; yet we can easily find evidence that they too hold plenty of public contracts.

Dell	Zones	WWT	Connection	Carahsoft
National Cooperative Purchasing Alliance (NCPA)	National Joint Powers Alliance (NJPA)	California CMAS	Texas DIR	US Communities
NASPO Value Point (NVP)	Texas DIR	State of MO PC Prime Vendor Contract	Massachusetts ITC47	National Cooperative Purchasing Alliance (NCPA)
Midwestern Higher Ed Compact (MHEC)	California CMAS	Ohio Hardware, Software & Services	National Cooperative Purchasing Alliance	PEPPM
Texas Dept of Information Resources	PEPPM	Texas DIR	TIPS/TAPS	MICTA
Massachusetts ITC47	National Cooperative Purchasing Alliance	Massachusetts ITC47	Public Sourcing Solutions (PSS)	Massachusetts Higher Ed Consortium

CDW•G takes our partner commitments very seriously and Mesa is our partner in delivering on the accompanying National IPA Agreement. In the first ten days post-award, our CDW•G Program Management team will provide a company-wide contract award announcement, as well as develop a contract training program for all SLED Account Managers to attend. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we are able to launch contracts to the CDW•G teams with the most powerful and applicable details to make the new National IPA agreement more successful than the one currently in place

- II. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within

first 90 days

Our Public Sector Account Managers are actively marketing the current contract to their customers and are very familiar with the structure of the contract. This is an enormous benefit to the City, National IPA, and the immediate momentum of the new contract. A 'refresh' training to enhance understanding of the new National Program, its updates and nuances with City of Mesa as lead agency will be conducted within the first 30 days post award.

Familiarizing a completely new management team and educating a new group of Account Managers to a new contract is unnecessary with CDW•G. Other vendors, even after training, are likely to experience a significant period of growing pains, acclimating their sales staff to the offering. This ramp-up time will certainly have an impact on contract sales. This is often the case with new contracts, as National IPA and the City are aware. The current contract saw success atypical of most, quickly achieving \$4 million dollars in purchases within the first four months from inception. We believe this success was due in large part to CDW•G's experience in managing contracts and National IPA's commitment to sound marketing strategies. The contract is now supporting almost **fifty-eight times** its 2009 purchases (the first full year of the contract). We believe that CDW•G is uniquely qualified to deliver growth over \$400 million in 2018.

All aspects of transitioning to the new contract will be seamless. The City and National IPA do not have to worry about member confusion or orders lost during training and setup time. Business will continue to flourish and training time will be used as a refresher, providing contract updates and focusing on strategies to increase business.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - I. Creation and distribution of a co-branded press release to trade publications within first 10 days

CDW•G's Marketing contact will work with National IPA to create and distribute this announcement at the transition of the new award.

- II. Announcement, contract details and contact information published on the company website within first 30 days

CDW•G can reload the new contract pricing structure within a matter of minutes and will have our website operation on the 1st day of the new contract. CDW•G will be able to seamlessly transition all agencies buying off of our current National Cooperative contract to the new contract, upon contract launch.

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

CDW•G already has much of this material. We are poised to perform updates to the material and shall accomplish this well within the 90-day time frame. We propose a marketing strategy meeting with National IPA to discuss a refreshed approach and specific goals/targets for the new contract. CDW•G is eager to share our current marketing processes for the contract, including our attendance at the National IPA Regional Summit, aimed at increasing contract awareness; our Sales Wiki site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all National IPA members.

We also look forward to talking about our ideas to gain a better contract understanding, with an increased focus in the K12 sector and our top OEM partners.

Announcements and events
Catch up on current CDW•G happenings.

IT needs on one agreement - CDW•G and National IPA

CDW•G is pleased to be awarded by the City of Tucson, AZ, through public competitive solicitation, a cooperative purchasing contract for Information Technology Solutions (contract # 083052). This agreement features a comprehensive range of technology solutions and is available to public agencies nationwide via National Intergovernmental Purchasing Alliance (National IPA).

To simplify the purchasing process, CDW•G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. Through National IPA, find discounts in software, software licensing and maintenance, hardware and peripherals, and more. From CDW•G, receive unmatched levels of service, advice and support from expert teams.

We encourage you to visit the Information Technology Solutions Agreement online at CDWG.com/nationalipasolutions for a complete list of products and services available. Search by keyword or browse by product category, and use the resource links to access National IPA websites.

Contract #083052 

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

In 2018, CDW•G's schedule includes over 100 regional and nearly as many national events. In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2018, we are already committed to attend NASPO, and the National IPA Partner Summit.

We are willing to continue to share our best practices with other non- competing National IPA vendors. Sales Manager Pat O'Brien has agreed to share some of these practices with other National IPA vendors at the Partner Summit, helping increase the success of all National IPA's contracts.

- V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

CDW•G has enjoyed participating in the NIGP Annual Forum and will continue to do so. We believe in the theme "Building Together" and look forward to sharing our best practices with other National IPA vendors.

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

CDW•G advertises the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites, while continuing to penetrate the market with a live-touch approach.

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

CDW•G continues to market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with National IPA to develop our marketing strategies even further.

- VIII. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

CDW•G exceeds this requirement, as our current National IPA Premium Page, www.cdwg.com/nationalipasolutions presently includes these elements. The page includes the National IPA logo and a description of the contract, with multiple direct links to National IPA's Home Page and Registration Page. We provide members with categories that mirror the contract, easily allowing them to locate the product or service they are looking for. We include "featured products" highlighting solutions that we select for their excellent value or popularity among purchasers.

We have a toll-free number and address for National IPA members, and feature a dedicated Account Team included on the website, which highlights when they are available for customers. In conjunction with National IPA, we will continue to develop this site, increasing functionalities and promotion of the contract.

National IPA Information Technology Solutions Agreement



Publicly solicited and awarded by City of Tucson, Arizona and offered nationally through National IPA. Welcome to the National Intergovernmental Purchasing Alliance Information Technology Solutions Agreement Website. This agreement (Contract #130733) is a result of a competitively bid solicitation by the City of Tucson and awarded to CDW-G.

This agreement offers discounts in software, software licensing & maintenance, hardware and peripherals. Agencies may become participants of National IPA via their website at www.nationalipa.org National IPA is a cooperative purchasing program offered to public agencies and agencies for public benefit. It is an optional program with no minimum purchase requirements and no fees.

FEATURED PRODUCTS



Samsung Chromebook
XE303C12 - 11.6"

Exynos 5 1.7 GHz - Chrome OS - 2 GB RAM - 16 GB SSD - 11.6" 1366 x 768 (HD) - silver

Add to Cart



Lenovo ThinkCentre M72e
4004 - Core i3 3220T 2.8 GHz - 4 GB - 500 GB

SAVE NOW: Save \$15 by buying Office and Windows 8 Device - Tiny desktop - 1x Core i3 3220T / 2.8 GHz - RAM 4 GB - HDD 500

Add to Cart



HP SB EliteDisplay E2211 21.5" LED-backlit LCD - Black

LED monitor - 21.5" (21.5" viewable) - 1920 x 1080 - AH-IPS - 250 cd/m2 - 1000:1 - 8 ms - DVI-D, VGA, DisplayPort - black -

Add to Cart



HP ProBook 4540s - 15.6" - Core i5 3230M - Windows 7 Pro 64-bit / 8 Pro dow

Core i5 3230M / 2.6 GHz - Windows 7 Pro 64-bit / 8 Pro downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB

Add to Cart



Cisco Aironet 3702i Controller-based - wireless access point

Wireless access point - 802.11a/b/g/n/ac - Dual Band

Add to Cart



HP Officejet 100 Mobile Printer

Printer - color - ink-jet - Legal - 600 dpi - up to 22 ppm (mono) / up to 18 ppm (color) - capacity: 50 sheets - USB, Bluetooth, USB

Add to Cart

CONTRACTS

Search within your contracts:

Search

Cables (26685)
Computer Accessories (14215)
Computers (31453)
Data Storage Products (20397)
Electronics (5702)
Memory (3740)
Monitors & Projectors (8622)
Networking Products (27928)

Office Equipment & Supplies (9148)
Phones & Video Conferencing (6559)
Power, Cooling & Racks (13881)
Printers, Scanners & Print Supplies (19572)
Servers & Server Management (6961)
Services (82416)
Software (216798)

Links Of Interest

- [National IPA Home Page](#)
- [Participate in National IPA](#)
- [Contract Documents](#)
- [Marketing Material](#)

Contacts



Sydney Donahue
Account Manager
Phone: 877-705-4975



Pat O'Brien
Sales Manager
Phone: 877-898-2997



Jumana Dihi
Program Manager
Phone: 312-547-9437

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current

cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As the City and National IPA are both well aware, CDW•G currently holds a significant number of cooperative purchasing contracts including National Intergovernmental Purchasing Agency (National IPA), Association of Educational Purchasing Agencies (AEPA), and National Joint Powers Alliance (NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as “most favored customer” and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to this contract, in the form of participating agreements. Some of these customers include the City of New York, City of Phoenix, City of Atlanta, University of Colorado, and DeKalb County. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National IPA has several CDW•G logos at their disposal under our general guidelines for intended use, they are included here for ease of evaluation.

Logos & Guidelines

CDW welcomes customers, media and other entities to use our corporate logo, as needed. The core component of CDW's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
 2. You may not incorporate the logo(s) into any other logo or design.
 3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW or its products or services in any way.
 4. You may not display the logo(s) on any website that disparages CDW or its products or services, infringes any CDW intellectual property or other rights, or violates any law or regulation.
 5. No other logo or design element should appear within 0.5 inches of the CDW logo.
 6. You may not frame or alter the CDW website in any way.
 7. At CDW's direction, you will immediately remove the logo(s).
 8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
 9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- I. Master Agreement was competitively solicited by a Principal Procurement Agency

- II. Best government pricing
- III. No cost to participate
- IV. Non-exclusive contract

We are happy to update our current National IPA flyer with the new contract information. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include mutually agreeable message that best represents the value of the contract.



CDW•G is YOUR Solution for Modern-Day Classrooms!

CDW•G Is Committed To Texas K-12 Education

Today's modern-day classrooms are using technologies such as mobile devices, interactive technology and engaging learning spaces to make teaching and learning more effective. CDW•G understands K-12 education and will help you discover the solutions that can help improve learning outcomes, while keeping your classrooms connected and networks secure.

CDW•G offers multiple solution sets to meet your classrooms every need. Below are some of the key suppliers that CDW•G partners with.

Platform Solution Set




Devices Solution Set





Networking Solution Set





Audio Visual Solution Set





National IPA and CDW•G are here to help.

CDW•G has a team committed to Texas K-12 education. This team is experienced in working with Texas school districts of all sizes and can help meet your technology needs while offering a competitively awarded agreement compliant with state procurement regulations.

CDW•G contracts available through National IPA have been competitively solicited and publicly awarded by Region 4 Education Service Center and City of Tucson, AZ. Click [HERE](#) for more information about both of these amazing contracts.

For additional information about National IPA in Texas click [HERE](#)

For more information on CDW•G click [HERE](#)

2. Provide a description of the product lines that can be provided by your firm.

CDW•G Response: CDW•G is offering our entire catalogue, including our complete portfolio of product offerings which includes over 100,000+ products from more than 1,100 vendors. We also offer a full suite of professional services to users of this contract. Given the landscape of the IT industry and its rapid changes, we have defined these categories broadly to easily facilitate adding new technologies and services to the resulting Agreement over the contract period. We intend to be your go-to supplier for all of your IT solution needs; so, whatever your need may be, you can be sure we have the solution that works for you. We are the largest, direct reseller in the US for many of our OEM partners which include: Adobe, Cisco, HP, Lenovo, and Panasonic. Based on the strength of our success and our product portfolio, we are able to offer our customers the newest technologies, more robust discounts, and OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings. Our product line cards, organized by product category and manufacturer, follows this page.

3. Provide a description of the services that can be provided by your firm.

CDW•G Response: Our services portfolio that we bring to our customers encompasses a wide array of both standard and specialized services. With over 1,600 highly trained and certified engineers in 30 locations nationwide, we offer the City of Mesa and National IPA contract participants the most optimal services in the IT industry. Below is a sampling of the services we provide to our customers:

Cloud Computing: We know how important cloud computing is to our customer base, and are determined to lead the industry in mastering this complex, highly customizable service. Our internal cloud campaign is educating our Account Managers on how to assist our customers in determining the best-valued cloud option for their needs, while our technicians continue training to master the solution, and working with our manufacturer partners to expand our portfolio. Our Cloud offerings do require an additional Cloud Services form, but your Account Manager will walk you through the process.



CDW•G offers a cafeteria-style set of cloud solutions. Our portfolio includes public, private, community, and hybrid deployment options. Our broad cloud offering currently includes over thirty different manufacturers, and we continue investigating other manufacturer solutions to add to this portfolio. Our cloud computing solutions; Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS), cater to the specific needs of the span of our entire customer makeup

Consulting and Analysis: Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions.

CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.



Technical Support: CDW•G's Staff Augmentation services offering includes assisting customers with onsite help desk and technical support services. This service provides skilled, temporary staffing to assist with IT challenges

Trade-Ins: CDW•G coordinates with our manufacturer partners to provide trade-in services to our customers.

Repair: In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:



- | | | |
|-----------|----------|---------------|
| o Acer | o HP | o Service Net |
| o Apple | o IBM | o Sony |
| o Fujitsu | o Lenovo | o Toshiba |

Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.

Design: Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

Configuration/System Configurations: While onsite configuration services are available, CDW•G often recommends our in-house configuration services. CDW•G builds preconfigured technology solutions in our two ISO 2008-certified configuration centers, so they arrive at their correct location(s) ready to plug and play. We have a 25,000-square-foot configuration center in our North Las Vegas distribution center and a 24,000-square-foot configuration center in our Vernon Hills, IL distribution center, including an 8,000-square-foot enclosed area for enterprise configurations. To complement this space, CDW•G has more than 150 configuration technicians, providing a spectrum of customized configuration services.



CDW•G's configuration services include:

- Hardware and software installation and configuration
- Customized imaging
- Asset tagging, custom labeling, and laser etching
- Router/switch configuration
- Server rack configuration

Implementation: Our national footprint is expansive, with over 600 engineers on staff in more than 26 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

Training: CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focus on designing bullet-proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

Maintenance: CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post-warranty support
- Accidental damage protection
- Maintenance contract agreements (coterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification
- Help desk services

Hardware and Software Installation: Our installation services encompass the following solutions. Installation services can include installing and deploying new systems; moving existing equipment; assessing systems and testing installed equipment; and advanced IT support. We also offer staging options, should a customer need to complete their installation in numerous rollouts.

- Client Computing Installation
- Data Center Installation
- Network Installation
- Security Installation
- Microsoft Configuration and Installation
- Microsoft Accelerators
- Visual Solutions Installation

System Testing: All of CDW•G's service projects incorporate testing every aspect of the final solution, ensuring all acceptance criteria is met.

Upgrades: Many products offer a variety of system upgrades. Our dedicated Account Managers work with their customers to explain the benefits of each upgrade, and help determine if these upgrades would be a wise purchase for the customer's needs. The Account Manager then collaborates with CDW•G dedicated manufacturer partner specialists to incorporate the upgrades into the final product build. Additionally, CDW•G performs a number of upgrades, such as asset tagging and laser etching, in house in our configuration center.

Imaging: In addition to our configuration services, CDW•G performs imaging services in house in our configuration centers as well. Our A+ certified imaging technicians routinely image the following products:

- Laptops
- Desktops
- Workstations
- Flash Drives
- Servers
- Hard drives
- Apple products, including iPods and iPads

Customers can provide their own image or CDW•G can create one for them. As with all services completed in our configuration centers, each piece of equipment goes through a comprehensive quality assurance check prior to shipping to ensure the unit is function properly. CDW•G also stores images on our secure server, completely isolated from other networks, and only accessible to a few authorized individuals. Many times customers choose to have us store their images as it allows CDW•G to load custom configured images quickly on their machines.

- 4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transaction is between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Describe how your firm proposes to distribute the products/services nationwide.

CDW•G Response: We have access to more than 100,000 top brand-name products from more than 1,000 manufacturers. We carry over \$220 million in inventory, and ship most in-stock products the same day they are ordered. Because of our distribution centers are strategically located in Vernon Hills, IL and Las Vegas, NV; we have the capability to deliver a wide array of shipping options that best fit your needs.

Because of our position as one of the largest direct resellers in the U.S., we work closely with all of the major shipping companies to ensure you receive your orders on time. We work with UPS, FedEx, CEVA, UPS Freights, Dynamex, and Veterans Messenger service to get you what you need, when you need it. We offer overnight, same day, 2 day, 3 day, and ground shipping options to best meet your needs. On average, we ship up to



54,000 boxes per day and contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities.

Our two distribution centers have a combined square footage of almost a million square feet. Every stage of our distribution process is automated, with our custom-designed sorting systems, built to optimize the shipping process. Packed boxes are sorted and weighed onto the conveyor system. Combined, our distribution centers have almost twelve miles of conveyor belts that feed the sorting system. The barcode scanner reads the shipping label and the packed box's correct loading dock is determined. Once the order shipment is ready for loading, a final scan determines the correct truck (for instance, FedEx overnight) and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds. When your package reaches the correct shipping portal, the sorting system drops your package down a chute that brings your order to the door dock to be loaded onto the correct carrier's truck and then your package is on its way for delivery.

The benefits of our automated distribution systems are that the City of Mesa will receive the right products, configured to your specifications and ready to use out of the box, and delivered on time

6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.

CDW•G Response: CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. CDW•G processes all purchase orders. If our customers have customized agreement that

include a Tier 1 diversity requirement, we work with diverse supplier partners local to customers, to deliver your products and your orders on time.

Distribution Partners. Our Distribution Partner Network includes over 130 different suppliers, meaning we can provide any product National IPA members would need. Like our OEM partners, we're the largest partner for many of our Distributors. And like our manufacturer partner relationships, this results in direct benefits for CDW•G and our customers. Most send us EDI downloads or real time information on their available inventory, resulting in access to products usually in as little as a day. As another example, we are a top Ingram Micro partner and hold Elite Partner status. This partnership provides a customized and exclusive support resource to our Account Teams and customers, among other benefits. The CDW dedicated priority phone queue has an average wait time of less than two minutes.



We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

Shipping Partners. We have a number of shipping partners to provide our customers their products, fast. In fact, both companies have employees on site at our warehouses. These individuals have a long history of supporting our logistics operation, ensuring efficient processing and movement of customer orders. This helps us keep our carrier goal of 99.04%, beating the industry standard of 98%. Some additional benefits of our UPS partnership includes a customized Loss Prevention Program to ensure integrity of customer packages; a collaborative tracking program with our customer relations department; and IT automation between

All contract management functions will continue to be handled by Mark Ellis and his Program Management team. When any of our partners are involved, CDW•G manages the relationship and liability involved. We do ask customers to mutually agree to and sign Statements of Work for all service engagements through CDW•G. This is to ensure we keep Members apprised of the responsibilities, timelines, and progress of the project.

In instances where customers would like to integrate their e-Pro applications with our own, CDW•G will provide the integration assistance; however, the relationship the member has

with their e-Pro application vendor is their own, any applicable vendor fees resulting from the integration will be the responsibility of the member

- 7. Provide the number, size, and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:**
- a. How many orders are processed daily on an average**
 - b. How many devices does your facility configure daily on an average**
 - c. What is the highest number of orders processed in a single day**
 - d. What is the highest number of devices configured in a single day from the facilities described**

CDW•G Response A: Our two distribution centers process an average of 54,000 units per day.

CDW•G Response B: Our configuration staff, which includes 200+ Technicians, Engineers, Management, and Support Staff, complete an average of 7,000 custom configurations per day.

CDW•G Response C: At peak times, our two distribution centers process a combined average of 135,000 units per day.

CDW•G Response D: During seasonal spikes, our configuration staff configures almost 12,000 devices per day.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves as backup for the other. They receive inventory valued at about \$21.0 million per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.



CDW•G's Configuration Centers, also located in Vernon Hills and Las Vegas, maintain a combined square footage of over 100,000 feet.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

8. State any return and restocking policy, and any fees, if applicable associated with returns.

CDW•G Response: CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. Please see Tab 7 "Appendix" for our full return policy.

9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

CDW•G Response: CDW•G mails invoices the day after the product(s) is shipped out of one of our distribution centers or, if you prefer an electronic invoice, you can request that invoices be sent via PDF instead. We send the PDF the same day that the system generates the invoice. When a product is drop-shipped from a vendor, CDW•G invoices the customer once we receive the invoice from the vendor. As an added convenience, you can also print copies of original invoices via your CDW•G Extranet. Our standard invoices include the information listed below.

- | | |
|-------------------------------------|---|
| • CDW•G remit to address | • CDW•G part number |
| • Invoice date | • Description of product |
| • Invoice number | • Quantity ordered/shipped |
| • PO number affiliated with invoice | • Unit price (based off of pricing structure agreed to in the contract) |
| • Payment due date | • Extended price |
| • Order date | • Ship to address |
| • Shipping method | |

All of the information pertaining to the customer's specific requirements are included on the invoice as well. CDW•G supports many EDI formats and can customize invoices to reflect customers' required data fields. For more information regarding our EDI capabilities, we encourage the City to visit www.cdwg.com/edi.

10. Describe your delivery commitment:

a. What is your fill rate guarantee?

CDW•G Response: CDW•G's same-day fill rate is between 97-99% for credit-approved orders and in-stock product, depending on the complexity of the order and this is our best effort and therefore, not a guarantee. Should an item be out of stock, it typically takes 2-10 days, after receipt of order, to receive the product (subject to availability). We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution center's large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

b. What are your delivery days?

CDW•G Response: CDW•G's standard delivery is M-F excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on need to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

c. Do you offer next day delivery?

CDW•G Response: Yes, CDW•G can ship same day, overnight, 2nd day, 3rd day, and ground. An expedited freight charge may be added for this service.

d. How do you facilitate emergency orders?

CDW•G Response: Whenever a contract member's order requires expediting, CDW•G treats it with priority. We direct all customers to contact their dedicated Account Manager if an emergency situation arises. They focus on placing the order and arranging for expedited delivery. Due to our very large inventory at our two distribution centers, we usually have the products in stock and available for immediate shipping. Our vast distribution capabilities means that we can draw from our OEM partners to ensure that, if we do not have your item in stock, we can still procure and deliver your order.

e. Are shipping charges exempt for ALL who use this contract?

CDW•G Response: Prices include lowest ground freight for shipments/packages less than 70 pounds within the 48 contiguous United States when referencing this Agreement. All orders are subject to Seller's standard shipping policies in effect at the time of order placement. In those instances that are larger than 70 pounds or call for express or overnight delivery, shipping costs will be pre-paid by Seller and added to the customer invoice. There is no additional fee assessed for smaller orders, unlike some of our competitors.

Since inception of this contract, we have become authorized for increasingly complex technologies, including large storage arrays where freight costs must be considered in the overall quote to the customer. In separating shipping costs for heavier items, it removes the need to consider the costs in the entire category discount, and allows us to provide customers deeper discounts for all products that fall within the category

f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.

CDW•G Response: CDW•G encourages customers to contact their Account Manager to assist with any such issues. If the Account Manager evaluates the issue and if they cannot personally assist the customer, they will engage and collaborate with our Customer Relations Department to assist. Customers may also reach out to Customer Relations directly.

If a wrong product is ordered, the customer's dedicated CDW•G Account Manager will work with the customer to determine the best solution to resolve the issue. For any products returned, whether defective or incorrect item, CDW•G requires customers to provide a Return Merchandise Authorization (RMA) number before shipping back any product. This process allows us to expedite the process and helps ensure the proper action or credit,

upon processing. Customers can get the RMA request form from their Account Manager, online via their CDW•G Extranet Account, or by contacting Customer Relations.

CDW•G tracks the reason for all returns, allowing us to make appropriate changes, as necessary. For example, a high volume of returns damaged in shipment would lead us to audit the carrier and review product packaging. CDW•G also monitors how quickly and efficiently the Customer Relations staff handles RMA requests, aiming to respond to requests within 24 hours or less.

11. Describe the types of customer service available to agencies that use this contract:

CDW•G Response: Your Account Manager stands ready to assist you in any type of query you may have and is available, during business hours and beyond, to assist you and your customer service needs. Their sole goal is to ensure your complete satisfaction. If you experience any type of technical issue, your Account Manager will facilitate a timely resolution.

In the event that your Account Manager is unavailable, CDW•G's customer service team is well-equipped to help you resolve your problem. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.



We offer our customers Sales Support, Technical Support, and Website Support. All of our customer support options can be accessed via phone, fax, email or chat. For all of our support options and hours of operation, please visit: <https://www.cdw.com/content/contact-us/support.aspx>.

a. Is online support available?

CDW•G Response: Yes, CDW•G's online technical and customer support services include live chat and E-support, and remote support.

Live chat and E-support

To supplement our industry leading toll-free technical support, we provide access to online live chat, accessible through the customer's Extranet site. We staff this support by our

trained technicians from 6am to 5pm MST. This site also provides support case management.

Remote Login

Our technicians have access to LogMeIn, a remote login utility, which allows them to connect to the end users computer for more in-depth troubleshooting and quicker resolution.

b. Is phone support available?

CDW•G Response: Customers can use our toll free phone number 800.383.4239, Monday – Friday from 6 am – 6 pm MST, to reach our dedicated technical support team.

c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

CDW•G Response: With CDW•G every customer is automatically provided one single point of contact, their Account Manager, from the very first inquiry for service. Irrespective of the size of your order or what your needs might be, every CDW•G customer receives a dedicated Account Manager who will see to ensuring your satisfaction. Account Managers are assigned to customers based on a specific segment (State and Local government, Higher Education, K12, etc.), as well as a specific region in the country.

CDW•G Account Managers attend onboarding training, known as the “Account Manager Academy,” for three months before they begin interacting with customers on their own. This training program focuses on sales consulting, product training, operational systems, and customer service. This process is much longer than industry standard practices, providing a higher level of support that our customers are quick to notice. Our Account



Managers also participate in the Sales Residency Program which delivers another layer of customer-focused training to your Account Manager.

On average, our customer relationship is 11.1 years which means our Account Managers dedicate their time to getting to know our customers and what drives their purchasing decisions. This means that our customers, particularly in the public sector, choose to work with us, year after year. This is a testament to our dedication to our customers' satisfaction.

Account managers focus on learning their customers' processes, requirements, needs, and challenges. For larger, enterprise class accounts, there are multiple Account Managers assigned to those accounts. These teams work as a team to make sure you receive the highest level of customer service. This allows them to provide expertly the following services to agencies:

- o Registration assistance to participate in National IPA
- o Contacting customers and notifying them of the benefits of the contract
- o Pre-sales consultation, including providing product and system compatibility information
- o Providing industry - specific insight on technology solutions
- o Acting as a quality control check by reviewing and approving all quote requests
- o Keeping customers abreast of availability issues and assisting with any needed alternative sourcing options
- o Coordinating any special delivery requests, including emergency orders
- o Working with available CDW•G resources, and coordinating contact for any needed subject matter expert insight
- o Keeping updated and available to assist in developing a service solution
- o Facilitating communication between the customer and National IPA, as needed

CDW•G ensures Account Managers are supported by a network of subject matter experts. Account Managers utilize these resources to provide complete guidance to their customers. This network includes:

Sales Manager	Sales Managers lead a team of Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. They visit customer site(s) for business planning and discussions of future projects, as needed. They also assist Account Managers with expedited orders and problem remediation.
Business Development Manager	Our public sector also has Business Development Managers who focus on aligning with our customers. Their main role is to work with customers' procurement teams to review current contracts, align with strategic initiatives that the procurement team is looking to roll out, act as project manager for B2B integrations and a main point of contact to help resolve issues.
Field Account Executive	Field Account Executives ("FAE") work in tandem with Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. Each FAE is dedicated to a specific region and industry, and provide onsite visits to customers in communities across the country. Their site visits include business reviews and other meetings, as needed. FAEs also work with System Engineers to provide onsite road mapping, project development, and technical expertise.
Solution Architects	Customers also have dedicated Solution Architects (SA) for each of their service solution needs. Solution Architects are dedicated to specific Account Teams and are the expert in supporting our customers with the appropriate service resources and tools including deployment technicians, project management and implementation engineers. The Solution Architect works closely with CDW•G customers to accurately

	scope project requirements, making certain we provide the specific skills, proper staff and solution needed to fully service the customer. Upon agreement to move forward with the service offering, the Solution Architect hands off the service delivery to the customer's dedicated CDW•G Project Coordinator and/or Project Manager to ensure successful execution.
OEM Specific Resources	Account Managers utilize an integrated network of both internal and external sales force. Many OEMs have pre-sales engineers and channel account managers (often onsite at CDW•G) providing consultation and immediate support to Account Managers. CDW•G badged Brand Managers, Field Solution Architects, and Partner Business managers work with both Account Managers and the external teams mentioned, providing further support.
Program Manager	Program Managers launch and manage contracts once awarded. They are a valuable resource to Account Managers, training Account Managers in the contracts scope and guidelines, provide contract information and updates, and assist with Extranet/Premium page issues.

d. How are problems resolved?

CDW•G Response: CDW•G Account Managers assist their customers in resolving any issues and is the primary point of contact for problem resolution. Your Account Manager has extensive relationships with our OEM partners and have internal processes to escalate your problem to the appropriate resource with our partners. Your Account Manager, being your primary point of contact, will address or route to his support team issues regarding:

- Customer service requests
- Quote and order issues
- Billing problems

If your Account Manager is unavailable to assist you, he/she will escalate your issue to their Sales Manager. If for any reason their Sales Manager is unable to resolve the issue, they will escalate the problem to their Director or the segment Vice President, if needed.

You may contact CDW•G's Customer Relations department at either 866-782-4239 or CustomerRelations@web.cdw.com. A representative will be assigned to your case, based on their skills and expertise, who will then engage the resources necessary to resolve your issue. CDW•G tries to resolve all issues within 24 hours.

If a problem is in regards to an Account Manager, we encourage customers to contact the Account Managers Sales Manager.

e. What are the location and hours of your call centers?

CDW•G Response: We have call



centers in North Las Vegas, NV; Vernon Hills, IL; Phoenix, AZ; Shelton, CT; Tampa, FL; Reston, VA; and Eatontown, NJ. Their hours of operation are 6am-8pm MST.

We strive to make it easy for our customers to get in touch with us. From your dedicated Account Manager to our customer service team, we have multiple options available to our customers to address your needs. CDW•G provides post-sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. Our customer service team assists customers to ensure the product is working as the manufacturer intended and work with them in case of any issue. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first

f. What response time is guaranteed when a customer service request is made?

CDW•G Response: Response depends on the seriousness of the request made but typically CDW•G makes every effort to respond to all Customer Service Requests (CSRs) within 24 hours. CDW•G understands some requests are more urgent than others, and utilizes a detailed incident management process for critical systems. Severity level dictates the response time of this practice and employed for issues with our own network services, co-located systems, hosted solutions, websites, or our Internet services.

We constantly monitor our customer service process, ensuring we are continuing to meet the needs of our customers. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Additionally, Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative per month to ensure representatives meet quality standards and that we provide proper training. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).

g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

CDW•G Response: Yes, we focus continually on improving our ability to provide the best service and products in the industry to our customers. Most inquiries and issues are resolved by your Account Manager. We have an internal customer assistance network (ICAN) that supports your Account Manager in providing you with optimal customer service. Our internal network helps your Account Manager resolve issues with: purchasing, drop ship, new items, and distribution. This internal network strives to resolve issue in 3 hours or less. Beyond your Account Manager, we have a number of corrective processes in place which include:

- o Our Purchasing Department monitors return rates on purchased products to look for quality issues.
- o We aim to respond to Return Merchandise Authorization (RMA) requests within 24 hours.
- o When we see high volumes for particular types of Customer Service Requests (CSRs), or RMAs we make adjustments and evaluate process changes, as needed.
- o The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away.

- o Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training.

We offer many ways for our customers to provide us with their feedback, the primary avenue being the website (www.cdwg.com/content/about/cdw-reviews.aspx). The results have been overwhelmingly positive, with customers rating their experience with CDW•G 4.6 stars out of 5. We also survey our customers to understand how we can meet their needs better. In 2016 we added three additional surveys to better respond to our customers. We've begun to specifically survey our customers' opinions in the following additional areas:

- o Sales Contact Center
- o Customer Relations
- o Advance Technology Services

CDW•G conducts monthly loyalty surveys to measure the customer's perception of CDW•G. We utilize these surveys to collect information for several internal departments including shipping, billing, and customer relations. We select customers on a random basis to participate in the surveys. If a customer ranks us "poor" or "fair", then the appropriate CDW•G department contacts the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. This fortunately is rare, as the majority of end-users express favorable survey comments. The positive comment that we receive most often is "*CDW•G is extremely customer focused*".

h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any costs associated.

CDW•G Response: We will work with you to hold and warehouse your products in our distribution center for a pre-arranged period of time, depending on your project needs. CDW•G will purchase your products from the OEM or distribution channel partners and perform any required configurations. At that point, we will hold your products at our distribution center until you are ready for them. With 48 hour notification, we will prepare your order for shipment and release your order based on your schedule.

Typically customers will pay upfront for this service: one charge for the space to hold your purchase and one charge for the labor. Space and labor fees are based on the factors such as the pallet space required, the amount of time you request to hold your products in our warehouse, and the timeline for your product shipments. These fees are negotiated prior to warehousing your purchases and your Account Manager can provide you with more information on our holding and warehousing capabilities

12. Describe how your company will assist customers in navigating OEM warranty process.

CDW•G Response: Your Account Manager will assist you in navigating the OEM warranty process. Products sold by CDW•G come with the manufacturer's standard warranty and the City of Mesa customers can contact our Technical Support Department for technical support on hardware purchased from CDW•G. We provide technical support on the products that we sell for up to two years from the date of purchase. If the Technical Support representative

determines the customer needs warranty support, they connect them to the manufacturer's warranty department.

CDW•G offers a number of product lifecycle support options in addition to manufacturer warranties. This suite includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Help desk services

We send warranty expiration emails to our Account Managers, who then inform their customers when their hardware protection is about to expire. Account Managers assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.

13. Describe how your firm will notify customer of new products.

CDW•G Response: As technology is constantly evolving, there are always new products and services coming to market. Our customers depend on the latest technologies to make their enterprises run more efficiently and CDW•G prides ourselves on being on the forefront of technical development in the IT industry and our relationships with top manufacturers often results in advanced notification of upcoming releases of new products. Our website, www.cdwg.com, is constantly updating with new products and services that we offer to our customers. Our live catalogue is updated daily and you can browse our most current products and services.



As a contract customer, we deploy a number of ways to keep you informed. Via our website (www.cdwg.com) and your Premium Page, you will be able to view the latest technologies available to you and pricing options to help you make better-informed purchasing decisions. They are constantly up-to-date on the most current and emerging technologies. Be it your Account Manager, our website, or your Premium Page, you can be sure that we will work tirelessly to keep you informed of ways to improve how you do business and which solutions best fit your needs.

14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).

CDW•G Response: We often receive advance notification from manufacturers when a product is nearing end of life, and we make every attempt to communicate these changes to customers who may be affected. Your Account Manager will be the first source of updates on products that are nearing end of life. Because we maintain a live catalogue on our website, you will also be able to see in real time which products that we offer are nearing end of life. Your Account Manager also has visibility into our distribution partners' warehouses through EDI feeds updated at least twice daily. As part of their value-added service, they assist customers in finding substitute products that will help customers achieve the same business results.

15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?

CDW•G Response: Your Account Manager stands ready to help you navigate this process. They receive regular trainings on new products and technologies from OEMs, receiving OEM certifications as trained, certified experts which enable them to assist their customers. We encourage customers to contact their Account Manager when technical support is necessary. If the Account Manager is unable to assist, he/she determine the best next steps. They may work with the customer and dedicated manufacturer support coworker to resolve the issues, solicit assistance from their Sales Manager, or connect the customer to our help desk. CDW•G customers can also contact our technical support team directly from our website or their Extranet site, in a variety of ways including email, chat, and telephone. Our technical support team is available Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.

16. Describe what other services you offer that would be applicable to this contract (e.g. cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)

CDW•G Response:

Available Services	
Cloud	Our cloud services will enable you to grow as cloud solutions change and evolve over time. We have been at the forefront of the emerging virtualization technology and are well-positioned to advise you on the Cloud Solution that best fits your needs. We are vendor neutral and we currently work with over 40 cloud solution providers. We offer a range of Cloud Solutions and will work to make sure that you receive the most cost-

	effective solution. Some of our Cloud Solution services include: • Planning Services • Migration Services • Integration Services • Managed Services
Maintenance	CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following: • Warranty extensions and upgrades • Post-warranty support • Accidental damage protection • Maintenance contract agreements (conterminous, break/fix, and retainer) • Post-sale technical support • Product and certification training • Help desk services
Implementation	Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.
Design	Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and can perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.
Consulting and Analysis	Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their system.
Training	CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focuses on designing bullet- proof

	solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.
Repair	In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers: • Acer • Apple • Fujitsu • HP • IBM • Lenovo • Service Net • Sony • Toshiba
Asset Tagging/ Configuration	We provide asset tagging and configuration services To better help our customers protect their assets and to ensure that you have an accurate accounting of your inventory. We provide multiple asset tagging options: From serial or part numbers, to location or manufacturer, your equipment can be asset tagged using our CDW•G asset tags or your own tags, customized to your specifications. We can configure your equipment in our Configuration Centers according to your needs so that your products come ready to use out-of-the-box. These services will save you time and increase productivity. Your Account Manager will help you determine which options are the best fit for you.

Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.

17. Describe options for leasing and financing and the various payment methods accepted.

CDW•G Response: CDW•G has a department dedicated solely to assisting our customers with their leasing needs. We take a vendor agnostic approach and CDW•G's leasing team can work with the City to find the best leasing option that fits within any unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing,

the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. With a lease, you can choose to add to your lease term; and once you choose to end the lease, you often have the option between purchasing and returning the equipment.

CDW•G's Leasing Team helps members navigate through all the available leasing providers to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our leasing partners, such as our 2014 HP PartnerOne Financial Services Partner of the Year Award. Often, we are able to leverage our relationship with our partners with more advantageous rates or terms. For Members that have diversity requirements to meet, we can recommend our WBE certified leasing partner, Commonwealth Capital Corporation.

We'll incorporate leasing into our sales team trainings for the contract, so that sales can recognize opportunities where leasing would benefit the members and to be able to speak to the different lease options available.

We are also able to accept payment via the following methods: Credit Cards (American Express, Discover, MasterCard, Visa), Checks, EDI, EFT (Electronic Funds Transfer), and Procurement Cards.

Tab 3

Pricing Forms

- 1. Provide price proposal as requested on the Pricing Document (Attachment A- “National TAB”) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.**

CDW•G Response: The central metric in a pricing structure is the index from which that price is derived. CDW•G utilizes our Nationally Advertised Price (NAP) as the starting point in our price proposal. Contrasted with traditional MSRP (Manufacturer’s Suggested Retail Pricelists) which does not reflect market conditions and therefore does not change, our NAP pricing is scaled and adjusted to remain competitive in the marketplace. Our customers can be sure that the pricing quoted is the most up-to-date and competitive available.

To provide National IPA with a complete catalog offering, CDW•G is proposing contractual pricing to be factored by applying discounts to CDW•G’s product taxonomy. This approach ensures a complete catalog offering, provides the greatest breadth of product offering, as well as an easy “on-ramping” as new product and technologies are introduced. For ease of evaluation and to be compliant with the RFP requirements, CDW•G has conformed to the City of Mesa’s product taxonomy in the market basket as well as the National Discount sections of the price proposal, however the resultant contract will be managed utilizing the CDW•G Category table listed below:

CDW•G Categories	Discount
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
PC Compatible Desktop Computer	2.10%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%

Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, the total annual spend, etc.

CDW•G Response: Under the contract, individual clients who purchase significantly larger amounts may qualify for an additional discount on individual purchases. Additionally, as a partner on the contract, CDW-G will be leveraging its influence on manufacturer partners for additional cost saving programs based on contract spend.

With our dedicated Account manager model, CDW•G Account Managers are tasked with providing exceptional customer service and excellent value to each customer who purchases from National IPA. With that goal in mind, if a customer were to forecast larger quantities, the Account manager will work with manufacturer partners on behalf of his/her customer to achieve greater than contract discounts. The discounts and effective savings will be dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

Per the requirements of the solicitation, Attachment A- Pricing Forms is included and attached in Excel format.

Tab 4

Qualifications (Abilities, Experience, and Expertise)

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.

CDW•G Response: In 1982, 28-year-old, strapped-for-cash Michael Krasny placed a \$3 classified ad in the Chicago Tribune for his IBM personal computer. After a flood of offers and a \$200 profit, he had an idea. Krasny formed MPK Computers and he became a computer broker. This company later became CDW. Krasny's goal was to make CDW the most successful seller of IT products in the U.S. Some of his first tasks to solve customers' problems include establishing a computerized database of product and customer info, creating algorithms to gauge product sales and demand, and a hand-operated warehouse roller to fill backlogged orders.

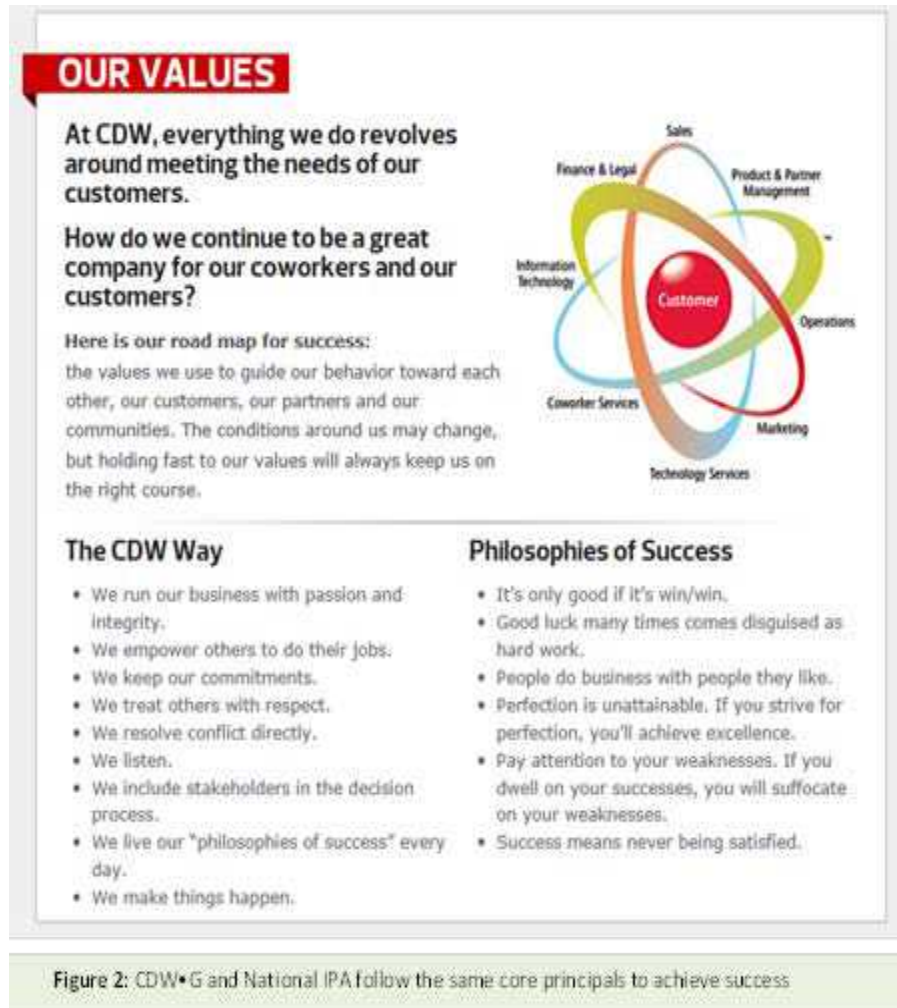


Michael Krasny compiled a list of guiding principles—principles that remain at the core of every decision CDW makes today. We believe the reason the National IPA/CDW•G relationship is so successful is because our values and philosophies practically mirror the values that make up the National IPA Way.

Our values begin with the belief that “People do business with people they like.” This is why we recruit top IT graduates, hire the industry's most experienced technology experts, partner with business entrepreneurs and educators, and engage military veterans with battlefield experience. It's because we want to support our customers with talented people who have not only walked a mile in their shoes but are committed to providing solutions that work.

CDW's way of business hasn't changed much since '82. We are still recognized by the hybrid business model developed by Krasny, a perfect blend of distribution and IT solutions provider in one knowledgeable force. We still practice a healthy dose of self and competitor evaluation, going from area to area looking for our weakest links and turning them into strengths. In fact, it is from this idea that CDW•G was born. We realized that neither we, nor our competitors, we're doing a great job of providing the segment-specific support to our public customers that they needed, or deserved. So in 1998, CDW•G was established, providing our government and education customers insight and expertise that fit their specific needs. In 2005, we incorporated healthcare segment into this mix.

We continue to use our innovative tools and our deep relationships with our customers and vendor partners to evolve our business as our customer needs dictate, such as our



expansive cloud portfolio. Proof this approach is working is our \$13.9 billion in sales for 2016 and our growing customer base of over 350,000 valued organizations.

Many customers have remained loyal to CDW•G for decades because they know we aren't satisfied with past successes. Instead, we've been focusing on providing advanced solutions and service in areas like cloud computing, mobility, security, virtualization and networking.

2. Provide the total number and location of sales persons employed by your firm.

CDW•G Response: CDW•G currently employees 1456 coworkers in 43 different locations nationwide. Over 840 of our CDW•G sales force are Account Manager, with an additional 65 Field Account Executives dispersed throughout the country.

3. Provide the number and location of support centers (if applicable).

CDW•G Response: Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



4. Provide public sector sales figures for 2014, 2015, and 2016 and the percentage mix of hardware, software, and services.

CDW•G Response: Below you can see evidence of National IPA Contract sales growth. The growth rates of National IPA exceed the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

National IPA Contract Sales		
Year	Sales In Millions	% of Growth
2008	\$4	N/A
2009	\$21.7	442.50%
2010	\$44.1	103.20%
2011	\$83.3	88.90%
2012	\$99.4	19.30%
2013	\$113	13.68%
2014	\$160.1	41.68%

2015	\$253.7	58.46%
2016	\$390	53.72%

5. Please submit you FEIN and Dun & Bradstreet report.

CDW•G Response: CDW•G FEIN: 36-4230110.

Dun & Bradstreet numbers:

CDW LLC: 10-762-7952; CDW Government LLC: 02-615-7235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

CDW•G Response: CDW•G holds a number of similarly structured contracts. Since 2008, we have grown our contract with National IPA, as evidenced in the chart above, and have demonstrated success in broadening and promoting the National IPA contract. Over the past eight years, National IPA contract sales have consistently grown, year after year, most recently reaching \$390M.

For our references we provide customers that can attest to our abilities of both managing this contract, and to addressing and meeting their needs as our customer. We provide contact information for these customers in a separate, confidential file.

7. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments are preferred.

CDW•G Response:

Kern High School District- Business Services	
Contact	[REDACTED]
Address	5801 Sundale Avenue, Bakersfield CA 93309
Phone	[REDACTED]
[REDACTED]	[REDACTED]
Date of Service	2014-today
Culpeper School District	
Contact	[REDACTED]
Address	450 Radio Lane, Culpeper VA 22701-1521
Phone	[REDACTED]
Email	[REDACTED]
Date of Service	2005-today
Los Angeles Superior Court	
Contact	[REDACTED]
Address	111 North Hill Street, RM 105D Los Angeles, CA 90012-3219
Phone	[REDACTED]
Email	[REDACTED]
Date of Service	2013-today

- 8. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.**

CDW•G Response: The City's two primary customer service representatives' resumes can be found in Tab 7 "Appendix." Below are the references for each:

References	
Mark Ellis, Manager- Program Management	Pat O'Brien, Field Sales Manager
Ohio Council of Educational Purchasing Consortium Elmo Kallner- Contact ekallner@mail.mecdc.org 614-579-2669	City of Tucson Marcheta Gillespie- Contact Marcheta.Gillespie@tucsonaz.gov 520-791-4217
Green River Regional Educational Cooperative Ann Burden- Contact Ann.burden@grrec.org 270-563-2113	National IPA Ken Heckman- Contact Ken.heckman@nationalipa.org 615-289-8561
National Joint Powers Alliance David Duhn- Contact David.duhn@njpacoop.org 218-894-5469	City of Jacksonville/Jacksonville Transit Authority Bursey Armstrong- Contact bjarmstrong@jtafla.com 904-630-3167

- 9. Provide information regarding if your organization ever failed to complete any work awarded.**

CDW•G Response: At the time of submission and to the best of our knowledge, CDW•G has never had a contract terminated for cause

- 10. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

CDW•G Response: Though CDW•G has been involved in litigation, it has not nor is it expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies.

Tab 5

Technology

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
 - a. to search for products
 - b. to find alternate products (if a certain product is not available)
 - c. to perform side-by-side price comparison of products
 - d. to order products
 - e. to track order status, to include backordered items
 - f. to determine when an item was received and who received it
 - g. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
 - h. to create approval paths/levels for orders, to include creating an approval path for restricted items
 - i. to create “favorites” list or subscribed purchases other personalized list of frequently ordered items
 - j. to create a “shared” list for an agency to use
 - k. to obtain online customer service
 - l. to receive online training
 - m. to accept credit card payment (and describe the level of data offered; also describe your security measure for credit card orders)
 - n. to track their budget for purchases
 - o. to generate reports

CDW•G Response: Each Agency utilizing the contract has their own customized Extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to contract users at no additional cost. We have enabled more interactive information about updates to the website via <http://www.cdwsiteinfo.com/>.

Our web capabilities provide an extra level of convenience, customization, and efficiency for all users. Our award-winning e-Procurement tool brings customers:



Speed — Customers can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized purchasers can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products. Consolidating purchases through our "one-stop shop" saves customers both time and money.

Information — Our extranets provide the industry's most comprehensive suite of e-Procurement tools to gather the breadth and depth of detail to help make the right purchasing decisions. The site puts customers in direct contact with their Account Manager who can personally guide with suggestions and recommendations to help make informed purchase decisions.

Reporting — As a rich source of detail on purchase history, license agreements, and asset tracking, your Extranet site lightens the burden of report generation. This customizable extranet is a productivity-enhancing tool, giving the exact detail customers require whenever they need it. As detailed in Question #10 of this section, customers can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. The value-added benefit of a customized extranet is the ability to manage data and information that will enable customers to make more cost-effective decisions. It also reduces the administrative and purchasing costs involved in procurement.

Extranet Features

We provide specific features of a customized extranet below:

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

Agencies can view the City's contract pricing, right from their extranet. City of Tucson contract users can view all eligible contract pricing as they shop. Their extranet automatically provides their special prequalified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Account Team — Access Expert Support with a Personal Touch

Your extranet page allows customers to work directly with your dedicated Account Manager and team of sales support, as well as customer service professionals and certified technicians during every step of the purchasing cycle. The page displays pictures of the customer's Account Team, view their contact information and check their availability in and out of the office.

Online Quotes — Create, Review and Place Orders in Minutes

Purchasers can review quotes online just moments after their Account Manager create it. From here, users can print it, forward it to colleagues or manager for pre-authorization, or convert it to a live order. This feature also lets customers create their own quote right from their shopping cart, in addition to viewing contracts, volume and bid pricing online.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This capability enables agencies to customize their extranet home page to show the products and configurations their organization uses, and to streamline standard product orders. They can choose a variety of formats to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there is no guesswork when making repeat purchases on your standardized solutions. The

extranet page also allows customers to perform quick product searches and to “comparison shop” by viewing side-by-side, detailed product descriptions before they even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

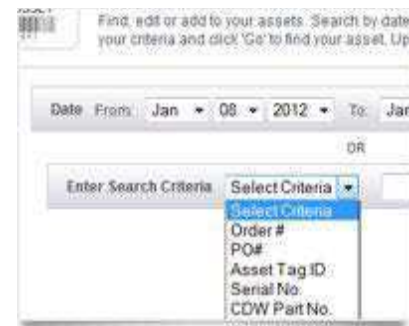
Catalogs and Custom Catalogs – Limit Product Purchase Rights

The catalog feature allows agencies to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of end-users based on: Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords that drive the Search Engine are also available to search for product. This allows purchasers to refine items listed before making them a part of their agency's custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of end users and help keep IT budgets on only the standard of items approved.



Asset Management — Follow Asset-Tagged Hardware throughout Agencies

Your extranet page provides an online asset management tool to track asset tagged products. Products are searchable by serial number, order number, date of purchase, product description, warranty length, invoice number, or location. Users can even create their own custom fields and add or enter products purchased from other vendors. This extranet feature also allows customers to modify their records to reflect the transfer of equipment from one location to another, a real plus for customers with multiple locations. Asset Management then lets the user create and download a detailed report of their hardware assets.



Account Linking — View, Place and Track Orders from Multiple Addresses

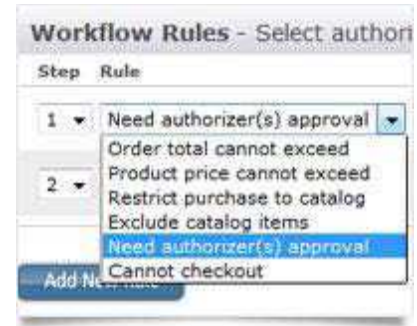
Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple purchases from disparate locations by centralizing the purchasing process, yet offering the flexibility to place and track orders by address and location.

My Purchases — Track Order Status and Purchasing History Instantly

This feature offers a full breadth of tools to track order status, purchasing history and financing options. Original invoices can be printed; giving a view into outstanding balances and invoices, credits, adjustments and/or payments. Agencies can download their purchasing history in preferred time increments (such as month-to date, last six months, prior year, etc.) in any number of formats. The system lets users automatically save this data in spreadsheet or database applications. Authorized users can readily search their order, get a tracking number, check shipping status, and request a Return Merchandise Authorization (RMA).

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

The extranet page also automates the approval process. PAS enables customers to restrict their employees' purchasing power and to automate required approvals before they place any order. PAS bypasses the laborious step of having a purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems, which can all function independently for many departments/locations within the procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on their extranet.



Product Finders — Easily Find the Right Accessories and Supplies

CDWG.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions, and other devices. Customers can also search for desktops and notebooks. Product Finders guides to the technology solutions that fit agencies needs and will even help find information for discontinued models. These Finders were designed to ensure

compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.

2. Describe additional functionality offered by your website. Provide screenshots, a demo “CD/jump drive,” demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.

CDW•G Response: The City can review the current contract's CDW•G Premium Page at www.cdwg.com/nationalipasolutions. When placing an order, agency members log into their own personal CDW•G Extranet to complete the procurement. This account is available twenty-four hours a day, seven days a week. On this site, agencies can compare products, quickly find compatible accessories, and select from a number of shipping options. However, this account offers more than just ordering functions. Agencies can track spend history, manage assets, and create customized reports. If they are in need of customer service assistance, they can reach their account manager, chat with or email a representative, and even place an RMA request. For an Extranet tour, visit <http://www.cdwsiteinfo.com/extranet-video/>.

The Extranet is not the only site we offer helpful tools to our customers, our main page, [cdwg.com](http://www.cdwg.com) has a plethora as well. For a tour of this site's functionalities, visit <http://www.cdwsiteinfo.com/cdw-site-tour/>.

CDW•G will continue to build new e-Procurement solutions and feature enhancements based on customer feedback. We strive to regularly incorporate new features and capabilities that ease inventory headaches.

3. Describe any national awards and/or other recognition that your website has received.

CDW•G Response: In October 2015 CDW•G was ranked No. 8 on the list of America's 500 largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

CDW•G Response: CDW•G does not have any scheduled extranet down time. Our website's availability is above 99.95%. We are constantly imaging and activating revisions while the site is fully operational. CDW•G works to ensure that there is redundancy in place to minimize any risk of downtime for contract purchasers.

We typically inform our customers of scheduled extranet outages 24-48 hours in advance. When these outages must occur, which is not often, we tend to schedule them on weekends when there is the least impact on the customer. We advise our customers on any significant changes 45 days ahead of the scheduled change. Customers can let their Account team know if they would like to be added to this notification list.

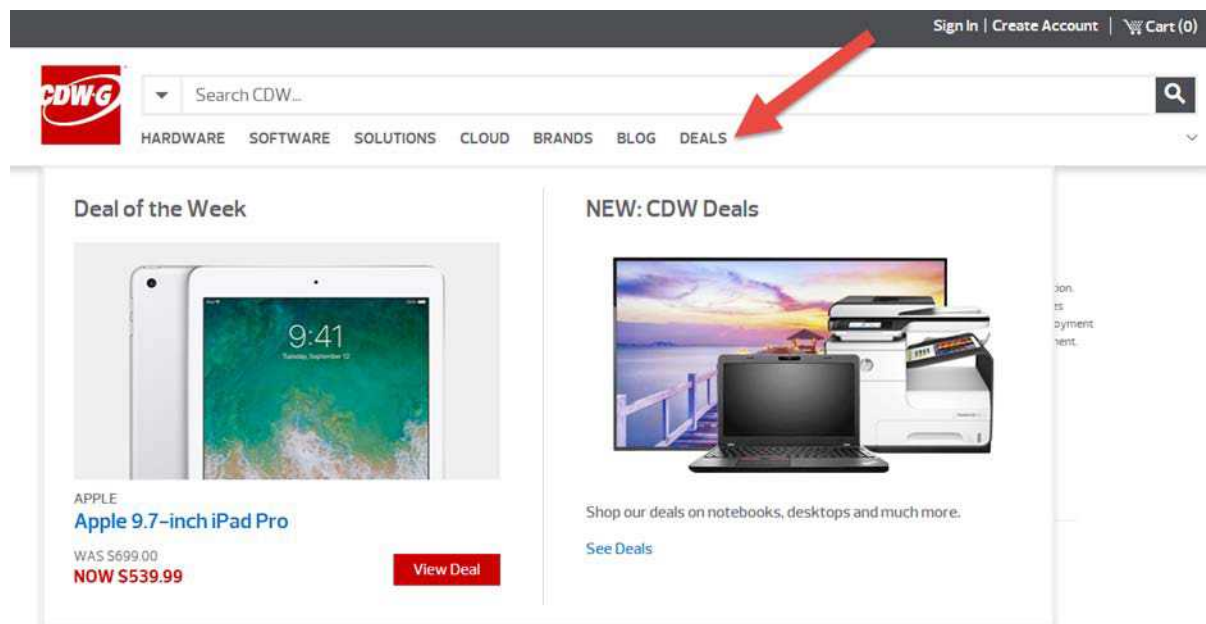
5. Does your website offer real time product availability?

CDW•G Response: Yes, most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Our channel distributor partners send us daily EDI downloads, which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Using a Just-In-Time inventory management system, our purchasing department excels at keeping a one-to-four-week supply of products in our distribution centers (depending on current sales volume trends for each product). We scan inventory as it enters the distribution center, as it moves through the fulfillment process, and before it leaves the centers. This allows us to maintain near perfect inventory accuracy. The system processes and transmits each scan in real-time, providing immediate inventory updates.

6. How does your company leverage your website to inform customers of the additional savings that may be available?

CDW•G Response: Our website has a dedicated tab for informing our customers of additional savings and deals that are available to them. Under the "Deals" header, as shown below, we advertise discounted products and pass this on to our customers. Deals span all product categories and manufacturers, and we inform our customers if a specific OEM is running a particular deal. We strive to pass on value and savings to our customers, and this is another way our website keeps our customers updated and apprised of our latest offerings.



7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

CDW•G Response: CDW•G's website generates a number of customer email confirmations including quote and order confirmations, notification of back orders, and shipment notifications. National IPA members can enroll in paperless billing to receive credit card invoices via email, and reminders to order frequently used products. Order status information is available 24 hours a day on our Quick Order Status tool.

8. Describe the registration process to set up new customers for you online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

CDW•G Response: Yes, self-registration is available. Additionally, your Account Manager will be happy to walk you through the registration process and ensure that you're properly entered into the system. Your Account Manager are trained to enroll new customers to access the National IPA contract, should our customers need immediate access. A confirmation number is generated and sent to your Account Manager who will then then provide this confirmation and the customer's CDW•G account number to your dedicated Program Manager, who immediately adds them to the system for contract access. Jumana DiHu, your Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA.

If the agency does not already have an Extranet account, there are a few short steps for them to create an account. Once the customer creates their account, they simply log on to access the contract. Account Managers will provide any registration assistance.

9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.

CDW•G Response: Your Extranet account can be customized to your exact specifications. We can include your favorite items, frequently purchased products, bundled items. Your site will be tailored to your needs. The site currently displays the National IPA logo, displays a customized message, highlights appropriate products, and has fields named as specified by the City. Agencies customized extranet home page will provide authorized users with quick and easy access to the following features:

Quick Cart – Enables users to add items directly to their cart by typing in the CDW part number.

Account Team – Displays the "In/Out" status of your dedicated Account Manager and provides immediate and direct access to your dedicated Account Manager via phone fax and email. Also, provides a link to your entire dedicated Account Team.

News – Provides additional information on extranet tools and enhanced features.

Promotions and Updates - Shows current promotions and updates to technology solutions.

Featured Products – Highlights specific products and solutions.

Recent Orders – Displays information for orders for the past 45 days including order status, purchase date, purchase order number, purchaser, and sub-total.

Contracts – Provides details of pricing contracts for your organization and enables you to download pricing for your contracts.

Bundles – Takes the guesswork out of repeat purchases. Administrators can create custom bundles containing their company's standardized solutions.

Individual Products – Allows administrators to highlight products for quick and easy access.

Comparison Charts – Helps users to compare the features and prices of multiple products during the shopping process and save those comparisons for future reference.

Links – Lets users maintain easy access to manufacturer websites and other helpful online destinations. There are links to additional extranet features that are only a click away. These features include:

My Purchases – Offers a full breadth of tools to track order status, purchase history, and financial information.

Security Settings – Enables administrators to restrict users' access to specific functions.

Asset Management – Enables you to create and download a detailed report of your organization's hardware assets that have been asset tagged.

Software License Tracker – Simplifies software license management and reduces the risk of noncompliance.

Quotes – Enables you to create your own quote right from your shopping cart, forward it for preauthorization, and convert it to a live order.

Purchase Authorization – Automates approval process and manages users' purchasing power.

Custom Catalogs – Displays only products approved for purchase by your organization.

Online Chat – Puts users in direct contact with customer relations, technical support, and e-support team representatives.

10. Describe the types of online reporting that are available. Is customized reporting available?

CDW•G Response: CDW•G's reporting capabilities are extremely flexible and comprehensive. CDW•G Extranet provides access to real-time information in a way that is convenient and easy to use.

The City of Mesa authorized users have access to your extranet 24 hours per day, 7 days per week. Authorized users have the ability to generate a variety of reports via their agency's extranet. Data fields include, but are not limited to:

- Product name
- Item description
- Part number
- Cost per unit
- Order quantity
- Delivery location
- Date ordered

- Purchase Order#
- Purchased by

Agencies can view standard reports, and create and save custom reports. Reports can also be generated for a variety of timeframes; differentiated by site, division, department, buyer, city, state, product, etc. Users can select from Microsoft Excel, CSV and tab-delimited files for report downloading.

11. Describe your online return process (if available).

CDW•G Response: In order to return any product to CDW•G, including damaged or defective products, contract users must request a Return Merchandise Authorization (RMA) number. The most efficient way to request an RMA number is via the customer's CDW•G Extranet. When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If the return meets these factors, the RMA number is emailed directly to the customer. Should the auto-approval criteria not be met, the RMA will route to Customer Relations for processing. The benefit of our automated system is faster turnaround time on most RMA approvals. Once CDW•G has processed the request, the customer receives an email with the RMA number. The approved RMA number must be clearly noted on the shipping label of each box.

CDW•G carries many more highly customizable products than what we have historically carried on this contract. A uniquely customized product is not as simple to return as an off-the-shelf product. Once a product has been customized, we are unable to return it to the OEM ourselves; that activity must be handled directly between the purchaser and the OEM. Therefore, CDW•G proposes the following return policy:

- o Except for certain products that are uniquely customized to City specifications, which shall be indicated at the time of Quote, all defective products shall be identified within thirty (30) days of receipt and will then be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
- o Uniquely customized products are typically indicated by the inclusion of the designation "CTO," "BTO" or "Customer's Name" in the product description of the item. When providing a quote for products that are uniquely customized to City specifications, Contractor shall include the following statement on the quote: *"This quote contains a custom item, this item may not be able to be returned, depending on manufacturer restrictions."*

More often than not, we are able to find a return remedy - even in the case of customized products. To ensure customer clarity around returning customized items, we will instruct our Account Managers to discuss the return policy with the customer during the building process for customized solutions, if they are not already doing so.

12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?

CDW•G Response: CDW•G has implemented eCommerce solutions with over 72 eProcurement partners, for over five thousand customers on most of the major purchasing platforms. There is no charge for integration support, unlike some of our competitors.

CDW•G has overseen cXML and OCI Punch-Out solutions since 2001, with over 8,000 integrations to date. These integrations make up a quarter of our web business. There are three teams that span the eCommerce/IT/Sales departments that are solely dedicated to eProcurement integration projects.

We likewise provide level III/tier 3 credit card reporting and provide financial reports (invoices and histories) in different automated formats for compatibility with financial systems. While our website is compatible with third party e-commerce solutions, the CDW•G is owned and managed in-house without reliance on third party support for our key web systems. There is no additional charge for these services.

Below are examples of ecommerce methods CDW•G currently supports with our customers:

FTP (File Transfer Protocol)

CDW•G's FTP processing is flexible; we can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We can also exchange stream files – one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible.

CDW•G or the customer can host the FTP site. UserID and Password are required to access our FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged FTP. PGP (Pretty Good Privacy) is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

EDIINT-AS1

This communication method uses the e-mail system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

EDIINT-AS2

This method uses the internet to exchange data. This communication method uses an HTTP post (language of web sites) to transfer encrypted data over the internet. The partner needs to have an AS2 compliant software package that can encrypt and decrypt EDIINT AS2 data.

HTTPS (HyperText Transmission Protocol, Secure)

This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

VAN (Value Added Network)

A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will be happy to work with you in any capacity to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to a VAN and the VAN should exchange in a secure fashion as well.

13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

CDW•G Response: The CDW•G website is the 10th largest website in the world measured by revenue volume. While we no longer release specific website sales numbers, past numbers indicate that our website is now processing over \$2 billion per year in transactions. Additionally, the website is estimated to assist with another \$4 billion in sales that are finalized on the phone or via purchase order.

The extreme volume and business-critical nature of the CDW•G website means we must focus on usability and uptime at all times. CDW•G employs over 200 in house IT personnel to keep the website accurate and running; their success is reflected in the less than 6 minutes of unplanned downtime last year - an uptime exceeding 99.997%.

Because the website processes such volume, new functionality is constantly in the works but never fully implemented until we have conducted rigorous testing for usability, compatibility and perceived value to our customers. We have also added a new Solutions & Services section, which contains streaming content and white papers that cover all the comprehensive categories where our software and hardware solutions pair with best in class support and advanced technology services.

As a world-leading website, the CDW•G site has the functionality to be compatible with our most advanced customer needs, including advanced security, multi-level approvals, asset tracking and others. Our staff of 200 will always be expanding these capabilities as advancements in technology and customer needs dictate.

Tab 6

Other Forms

The following forms should be completed and signed:

1. Vendor Information Form
2. Exceptions & Confidential Information Form
3. General Questionnaire Form
4. Lawful Presence Affidavit
5. Respondent Certification Form (Offer and Acceptance)
6. Respondent Questionnaire
7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation.

CDW•G Response: CDW•G's response to these forms follow this page.



REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: CDW Government LLC

Doing Business As (if different than above): _____

Address: 230 North Milwaukee Avenue

City: Vernon Hills State: IL Zip: 60061-9740

Phone: 800-808-4239 Fax: 847-419-6200

E-Mail Address: _____ Website: www.cdwg.com

DUNS # 02-615-7235 State Where Business Entity Was Formed: Illinois

Remit to Address (if different than above): _____ Order from Address (if different from above): _____

Address: 75 Remittance Drive, Ste #1515 Address: _____

City: Chicago City: _____

State: IL Zip: 60675-1515 State: _____ Zip: _____

Contact for Questions about this bid:

Name: Cale LaSalata Title: Proposal Specialist

Phone: 203-851-7211 E-Mail Address: calelas@cdw.com

Day-to-Day Project Contact (if awarded):

Name: Pat O'Brien Title: Field Sales Manager

Phone: 847-371-5584 E-Mail Address: patobri@cdwg.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☐ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____ %

☒ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: 07637419- State of Arizona
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: _____ %

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐

No exceptions

☒

Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

Confidential/Proprietary Information (mark one).

☐

No confidential/proprietary materials have been included with this Response.

☒

Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.



Exceptions

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
9 / Scope of Work page 16	DEFECTIVE PRODUCT. All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification.	CDW•G seeks the following alternate language: All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification, <u>when such products are in Supplier stock.</u>	☐
1.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 3	Suppliers are required to pay an administrative fee of 3.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).	CDW•G seeks the following alternate language: Suppliers are required to pay an administrative fee of 3.02 % (<u>Administrative Fee Percentage hereinafter defined</u>) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. . . .	☐
2.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 5	Pricing Commitment Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	CDW•G seeks the following alternate language for this section: Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	☐
2.3/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 5	Sales Commitment Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration	CDW•G seeks the following alternate language for this first sentence: Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide.	☐

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.		
3.3. E / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 7	E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive contract	CDW•G seeks the following alternate language: Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. No cost to participate iii. Non-exclusive contract	
7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	CDW•G Seeks the following alternative language to replace existing language: Each Party ("Indemnifying Party") shall defend the other party and the other party's officers, directors and employees (each, an "Indemnified Party") from and against any claims, demands, actions, lawsuits, and proceedings asserted or made against the Indemnified Party (each, a "Claim") and shall indemnify and hold harmless the Indemnified Party from and against any loss, damage, cost, and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or included as part of a final settlement to the extent that the Claim is proximately caused by the gross negligence or willful misconduct of the Indemnifying Party during the performance of the Services and that the Claim arises either from an action brought by an unaffiliated third party for death or personal physical injury, or from damage to tangible personal property suffered or incurred by the Indemnified Party. Claims do not include any damages or liability that are otherwise excluded from this Agreement or that arise from the good(s) or software or from the data processed thereby. The obligation of the Indemnifying Party under this Section is	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
		contingent upon the Indemnified Party providing the Indemnifying Party with: (i) sole authority in any Claim's defense or settlement; (ii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense; and (iii) prompt written notice of and description of each Claim; provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party. NEITHER CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CITY FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.	
12/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 11	An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of __ percent (__) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public	CDW•G Seeks the following alternative language to replace existing language: <u>All sales shall be subject to a</u> An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of <u>two—</u> percent (—%)-(2%) , <u>except Software and Chromebook product categories which will incur no fee</u> ("Administrative Fee Percentage"), <u>—</u> multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Agency's Contract Sales.	identified Participating Public Agency's Contract Sales.	
13/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10 th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion	Due to the high volume of transactions anticipated on this program, CDW respectfully requests 15 business days to produce reporting and payment of any Administrative Fees, and therefore seeks the following alternative language to replace existing language: Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th <u>15th business</u> day of the following month. . . .	
15/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed,	CDW•G Seeks the following alternative language to replace existing language: Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. <u>Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a signed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is</u>	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.	<u>limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.</u> In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA Supplier . In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.	
16/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.	CDW•G Seeks the following alternative language to replace existing language: This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of <u>the CSO (hereinafter defined)</u> , this Agreement, and the Master Agreement , as between National IPA and Supplier, the provisions of <u>the documents will control in the following order: the CSO, this Agreement, and the Master Agreement shall prevail.</u> <u>With regard to third party cloud computing and storage services, the Third Party Cloud Computing and Storage Services terms, as set forth in Attachment B shall govern. CDW Government LLC ("CDW") acts as a rebiller only and has no control over the delivery of the cloud computing and storage services.</u>	
10/ Attachment D, National IPA	WITHOUT LIMITING THE GENERALITY OF THE	CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
Requirements for Cooperative Contract, Exhibit C, page 16	FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.	foregoing, CDW Government LLC is not a party to this Agreement nor is it a third-party beneficiary thereto. <u>Furthermore, it is the express intent of the National IPA Parties that the Agreement shall not establish any third party beneficiaries or third party rights and that the Agreement shall only benefit the National IPA Parties (and the Affiliates thereof).</u>	
4/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to Solicitation, page 25	In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order: 1. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation); 2. Exhibits: a. Mesa Standard Terms & Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above; 3. Solicitation including any addenda; and 4. Contractor Response	CDW•G Seeks the following alternative language to replace existing language: In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order: 1. Contractor Response 2. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation); 3. Exhibits: a. Mesa Standard Terms & Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above; 4. Solicitation including any addenda; and	
8/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to	8. Requirements Contract. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum	CDW•G Seeks to add the following sentence to the end of this paragraph: For purposes of this Section, a “reasonable period of time” shall mean 24-48 hours after Supplier receives a purchase order.	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
Solicitation, page 28	or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.		
9.c.iv/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 33	The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.	CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the foregoing, any Contract audits must be pursuant to a signed Contractor's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.	
13/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 34	AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by	CDW•G Seeks to add the additional language proposed in Section 9.c.iv above to the end of this paragraph.	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City		
24/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36	INDEMNIFICATION/LIABILITY. a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all third party liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement. b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification. c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.	Notwithstanding what is stated in this section, CDWG proposes that the terms and conditions proposed above in Section 7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10.	
25/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36	WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and	CDW•G Seeks the following alternative language to replace existing language: The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.	or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. The City expressly waives any claim that it may have against the Contractor or its affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from the Contractor or its affiliates against any such Claim made against the City by a third party. The City acknowledges that no employee of the Contractor or its affiliates is authorized to make any representation or warranty on behalf of the Contractor or any of its affiliates that is not in this Contract. In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
		solely in the capacity as an independent sales agent. If in connection with the provision of products, the City desires to have the Contractor provide installation of custom software images, the City will be required to execute an Installation Indemnity Agreement, a form of which is provided at http://www.cdw.com/forms/indemnity/app.asp.	
32/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37	RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.	CDW•G seeks the following alternate language for this section: Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and added).	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
35/Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37	PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.	The City's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Contract that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for the City's internal use. The City will have no ownership or other property rights thereto, and the City shall have no right to use any such Work Product for any other purpose whatsoever. The City acknowledges that the Contractor may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). The City agrees that its right to use Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.	



Confidential Information

The following parts of our response are exempt from public disclosure. Subject to applicable state law, we request that the information detailed below be treated as confidential.

Exemptions from Public Disclosure Confidential Information		
Page	Lines	Reasoning
Tab #2 Pages 23-24	Page #: Requirement #4, p. 23 -24 Starting at "CDW-G's Supplier" Page #: p. 23 (Requirement #4) Ending at "Reporting Capabilities," p. 24	Per Arizona Revised Statutes § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No
2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
If no, specify number of days for delivery _____
3. Payment terms. Payment Due (Not less than net 30 days): 30 days
Payment Discount of _____% if invoices are paid within _____ days of receipt.
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)
Discount for Procurement Card Purchases? _____%
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- ☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- ☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- ☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____
- ☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____
- ☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- ☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- ☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- ☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- ☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- ☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- ☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- ☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- ☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.



Signature

Christina V. Rother

Print Name

10/17/17

Date

CDW Government LLC

Business/Company Name

Verification of Attachment by City Staff:

Signature Date

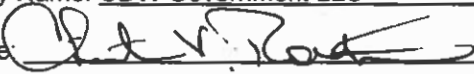
RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: CDW Government LLC

Signature: 

Printed Name: Christina V. Rother

Title: President, CDW•G

Date: 10/17/17

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Respondent Company Name/ DBA: CDW Government LLC	
Years in business providing similar services: 33 years	
Contractor's License No(s): N/A Type: (Submit a copy with the Response)	
Number of employees at location that would serve under a contract from the Solicitation: N/A	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name: Kern High School District- Business Services	
Contact Person: Sandy Castorena	Phone: 661-827-3321
Address: 5801 Sundale Avenue Bakersfield, CA 93309	Fax:
	E-Mail Address: Sandy_Castorena@kernhigh.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided: 2014-today.	
Firm/Government Agency Name: Culpeper School District	
Contact Person: Maria Weiss	Phone: 540-829-2120
Address: 450 Radio Lane Culpeper, VA 22701-1521	Fax:
	E-Mail Address: mweiss@culpeperschools.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today	
Firm/Government Agency Name: Los Angeles Superior Court	
Contact Person: Rachel Cavazos	Phone: 213-633-0136
Address: 111 North Hill Street, RM 105D Los Angeles, CA 90012-3219	Fax:
	E-Mail Address: RCavazos@lacourt.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today	
List any other information which may be helpful in determining your qualifications for a potential contract:	



75 Tri-State International
Lincolnshire, IL 60069

CDW.com

January 1, 2017

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

Tab 7

Appendix

Mark A. Ellis

Work Experience CDW•G

CDW•G Manager, Program Management

October 2016 - Present

- Manages a team of 15 people responsible for State & Local, Higher Education and K-12 Contracts
- Responsible for Program Manager deliverables below as well as signature authority on behalf of the Program Management team

CDW•G Program Manager

March 2005 – September 2016

- Manages a contract portfolio and team that includes; Healthcare, Higher Education, K-12 and State & Local Segments.
- Provides Program Management support for contract vehicles to ensure compliance, minimize risk, and maximize contract revenue and profitability.
- Manages and develops direct reports to include: Deputy Program Managers and Contract Analyst.
- Responsible for a full range of contracts which face customers and/or partners (E.g., Master Purchase Agreements, Subcontractor Agreements, Stretch Agreements, and others.)
- Initiates and responds to requests for contract changes, product substitutions and/or technical refreshments.
- Drafts or reviews completed drafts of appropriate amendments and other contract documents throughout the contract life-cycle.
- Facilitates preliminary dispute resolution and coordinates with the CDW Legal department as necessary, to maintain customer satisfaction and bring prompt closure to certain contract disputes.
- Takes hands-on, developmental roles in all facets of proposal development, making bid/no-bid suggestions/determinations.
- Ensured contract deliverables reports are prepared, keeps abreast of contractual terms and conditions.
- Managed contracts to ensure maximum contract revenue and profitability
- Made contract modifications including price reductions, additions, discontinued products, replacements as well as version changes.
- Ensured price and supply agreements are in place from award through completion.
- Ensured that CDW•G is in compliance with government regulations, as applicable.

CDW•G Proposal Specialist

March 2003 – March 2005

- Delegated tasks among account managers, sales managers, systems engineers, field reps, vendors, service partners etc. throughout the proposal process.
- Analyzed RFPs and document potential gains, liabilities, terms and conditions
- Prepared a written response, articulating company capabilities, thoroughly addressing explicit and implicit customer needs.
- Crafted professionally written responses to proposal documents that specifically address customer requirements while positioning CDW•G for success
- Managed proposal schedule to meet deadlines
- Researched the customer to understand their environment, politics, limitations, hot points and other factors that will translate to a response that wins
- Reviewed and flags Proposal Documents for opportunities, liabilities, terms and conditions
- Reviewed responses for compliance, accuracy, content and impact to business; participates in review sessions with teammates to ensure the integrity of all documents and solutions
- Oversaw completion of pricing and non-cost items in the cost proposal, such as representations and certifications

CDW•G Account Manager

October 2001 – March 2003

- Handled and grew account portfolio that included all SLED customers in CDW•G Ohio Valley
- Served as lead Account Manager for Warren County, Ohio a \$1.7M account per year

Education

Indiana University - Bloomington

Bachelor of Arts – History

Minor – Business

Major Projects

CDW Emerging Leaders Program Participant

October 2015 – July 2016

- Participated and won the 2015-2016 Emerging Leaders Program with my team where we covered how we can better serve our CDW customers by providing a better experience with DCS Services.
- Worked with 4 other people, all in different locations collaborating on our goal of delivering a presentation to CDW's Executives on our final solution.

Patrick T. O'Brien

Education University of Illinois 1990-1995

Bachelor of Science – Sports Management

Florida Gulf Coast University 1997

Secondary Education Mathematics Accreditation

Work Experience CDW•G Vernon Hills, IL 2001-Present

Field Sales Manager, Government 2014-Present

- Responsible for customer relationships, territory strategy, partner alignment, and Coworker Development for all State and Local Field Sellers in Eastern US.
- Assist in developing short- and long-term performance goals, strategic direction, and business initiatives of our East State and Local Sales Team.

Regional Sales Manager, Government 2007-2014

- Driving force in successful awards to CDW•G of several state contracts including Ohio, Florida, and California.
- Manage a team of State and Local account managers in the Pacific region
- Responsible for Government sales across all technologies in the region
- Work with account managers to ensure customers are being properly serviced

Strategic Accounts Sales Manager, Healthcare 2006-2007

- Founding member of CDW Healthcare Division
- Lead Subject Matter Expert for contract proposal resulting in then largest contract in company history
- Responsible for developing, coaching, and supervising National Field and Inside Sales Staff

Sales Manager, Education 2004-2006

- Driving force in regionalization of Education sales team.
- Consistently managed highest percent of goal sales team in the division.

Account Manager, Government & Education 2001-2004

- Assisted in the development of new Account Managers
- Focused on helping customers with their technology purchases
- Focused on building relationships with customers to ensure they met their technology goals
- Developed new relationships within existing customers to bring them the value and benefits of CDW

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. **Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.





REQUEST FOR INFORMATION

Intent to Utilize Omnia Partners Contract for Information Technology Solutions and Services

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Procurement Services Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2009-008	ISSUED DATE: September 22, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>September 30, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Purchasing Department

(b) Company Information: CDW Government, LLC

(c) Contract Number and Title: 2018001 / Information Technology Solutions and Services

(d) Length of Contract: 3 Year(s) w/2 optional 1-year renewals.

(e) Product or Service Provided: Information Technology Solutions and Services

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Piggyback Agreement		
Requested Action		
Recommend to approve a piggyback contract number 2018011 from Omnia Partners with SHI International Corp. to provide IT Solutions and Services.		
Staff Report		
The Procurement Services Department and the IT Department recommend approval of the above action. At the request of the IT Department, the Procurement Services Department sought a contract from Omnia Partners number 2018011, to obtain the services of purchasing information technology products and services. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2009-009 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that Council approve to piggyback the Omnia Partners contract number 2018011. The Omnia Partners contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 3 year agreement with 2 additional 1-year renewals at the option of the city.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual value of this contract is \$100,000 and is included in the current year approved budget. Account Number: 10516-55204 Minor Equipment Account Number: 10516-55219 Software Renewal/Support Account Number: 12516-66403 Cap Out - IT Equipment		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2009-009	RFI 2009-009.pdf	
2. 2018011-02_SHI_MAD_redacted	2018011-02_SHI_MAD_redacted.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Omnia Partners Contract for Information Technology Services

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Procurement Services Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2009-009	ISSUED DATE: September 22, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>September 30, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Purchasing Department

(b) Company Information: SHI International Corp

(c) Contract Number and Title: 2018001 / Information Technology Solutions and Services

(d) Length of Contract: 3 Year(s) w/ 2 optional 1-year renewals.

(e) Product or Service Provided: Information Technology Solutions and Services

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

City of Mesa, AZ

Contract # 2018011-02

for

Information Technology Solutions and Services

with

SHI International Corp.

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

- I. Executed Contract
- II. Mayor and Council Approval
- III. Supplier Response
- IV. Original RFP



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Ave Somerset, NJ 08873
Remit Address	PO Box 952121 Dallas, TX 75395-2121
Attention	Meghan Flisakowski, Public Program Manager
E-Mail	Meghan.Flisakowski@shi.com
Phone	512-517-4088
Fax	732-652-6599
Website	www.publicsector.shidirect.com/

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **SHI INTERNATIONAL CORP**, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number 2018011 ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.
- C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.
- D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.
- E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see Exhibit C, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work.** The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as **Exhibit A** ("**Scope of Work**") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("**Pricing**") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of Service or delivery of Product;
- g. Description of Products or Services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;

- i. Applicable taxes; and
- j. Total amount due.

6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

- 7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 7.8.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.
9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as Exhibit C.
10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("**VAR**") of Products, not the Original Equipment Manufacturer ("**OEM**") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("**OEM Product Warranty**"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

18. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
19. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

Edward Quedens

Printed Name

Title

Date

Business Services Director

2-27-18

SHI INTERNATIONAL CORP.

By: _____

Cassie Skelton

Printed Name

Contracts Manager

Title

2/27/18

Date

REVIEWED BY:

By: _____

S. Brause

EXHIBIT A

SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
 - a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
 - b. Have a strong national presence as a computer solutions provider.
 - c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
 - d. Have a demonstrated sales presence.
 - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
 - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - a. Online
 - b. Telephone
 - c. Fax
 - d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
 - a. **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **Laptop Computer or Notebook:** These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- f. **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- g. **Computer and Network Products and Peripherals:** Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

- i. **Comprehensive Product Offering:** Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
- j. **Financing:** Options available such as lease programs and conditional sales contracts.

4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.50%	SHI's Full Catalog of Systems
		2) Notebooks	4.50%	SHI's Full Catalog of Systems
		3) Tablets	4.50%	SHI's Full Catalog of Systems
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.50%	SHI's Full Catalog of Systems
2)	Group 2 - Input Devices	5) Keyboards	5.00%	SHI's Full Catalog of Input Devices
		6) Mice	5.00%	SHI's Full Catalog of Input Devices
		7) Imaging Scanners	4.00%	SHI's Full Catalog of Input Devices
		8) POS Scanners	4.00%	SHI's Full Catalog of Input Devices
		9) Pointing Devices	4.00%	SHI's Full Catalog of Input Devices
		10) Bar Code Readers	4.00%	SHI's Full Catalog of Input Devices
		11) Audio Input	4.00%	SHI's Full Catalog of Input Devices
		12) Input Adapters	4.00%	SHI's Full Catalog of Input Devices
		13) PC and Network Cameras	4.00%	SHI's Full Catalog of Input Devices
		14) Input Cables	4.00%	SHI's Full Catalog of Input Devices
		15) Input Accessories	4.00%	SHI's Full Catalog of Input Devices
3)	Group 3 - Output Devices	16) Displays	4.50%	SHI's Full Catalog of Output Devices
		17) Printers	4.50%	SHI's Full Catalog of Output Devices

		18) Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		19) Inkjet Photo Printers	4.50%	SHI's Full Catalog of Output Devices
		20) Laser Printers	4.50%	SHI's Full Catalog of Output Devices
		21) Label Printers	4.50%	SHI's Full Catalog of Output Devices
		22) Dot Matrix Printers	4.50%	SHI's Full Catalog of Output Devices
		23) Multi-Function Printers	4.50%	SHI's Full Catalog of Output Devices
		24) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		25) Multi-Function Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		26) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		27) Fax Machine Printers	4.50%	SHI's Full Catalog of Output Devices
		28) Printer Accessories	4.50%	SHI's Full Catalog of Output Devices
		29) Projectors	4.50%	SHI's Full Catalog of Output Devices
		30) Projector Accessories	4.50%	SHI's Full Catalog of Output Devices
		31) Audio Input	4.50%	SHI's Full Catalog of Output Devices
		32) Video Cards	4.50%	SHI's Full Catalog of Output Devices
		33) Sound Cards	4.50%	SHI's Full Catalog of Output Devices
		34) Output Accessories	4.50%	SHI's Full Catalog of Output Devices
		35) Printer Consumables	4.50%	SHI's Full Catalog of Output Devices
4)	Group 4 - Memory	36) Desktop	4.50%	SHI's Full Catalog of Memory
		37) Flash	4.50%	SHI's Full Catalog of Memory

		38) Networking	4.50%	SHI's Full Catalog of Memory
		39) Notebook	4.50%	SHI's Full Catalog of Memory
		40) Printer / Fax	4.50%	SHI's Full Catalog of Memory
		41) Server	4.50%	SHI's Full Catalog of Memory
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		43) Adapters FireWire / USB	4.00%	SHI's Full Catalog of Storage Devices
		44) Adapters IDE/ATA/SATA	4.00%	SHI's Full Catalog of Storage Devices
		45) Adapters RAID	4.00%	SHI's Full Catalog of Storage Devices
		46) Adapters SCSI	4.00%	SHI's Full Catalog of Storage Devices
		47) Bridges & Routers	4.00%	SHI's Full Catalog of Storage Devices
		48) Disk Arrays	4.00%	SHI's Full Catalog of Storage Devices
		49) Disk Arrays JBOD	4.00%	SHI's Full Catalog of Storage Devices
		50) Drives Magneto-Optical	4.00%	SHI's Full Catalog of Storage Devices
		51) Drives Removable Disks	4.00%	SHI's Full Catalog of Storage Devices
		52) Fiber Channel Switches	4.00%	SHI's Full Catalog of Storage Devices
		53) Hard Disks - External	4.00%	SHI's Full Catalog of Storage Devices
		54) Hard Disks - Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		55) Hard Disks - IDE/ATA/S	4.00%	SHI's Full Catalog of Storage Devices
		56) Hard Disks - Notebook	4.00%	SHI's Full Catalog of Storage Devices
		57) Hard Disks - SCSI	4.00%	SHI's Full Catalog of Storage Devices

		58) Networking Accessories	4.00%	SHI's Full Catalog of Storage Devices
		59) Optical Drives - CD-ROM	4.00%	SHI's Full Catalog of Storage Devices
		60) Optical Drives - CD-RW	4.00%	SHI's Full Catalog of Storage Devices
		61) Optical Drives - DVD-CD	4.00%	SHI's Full Catalog of Storage Devices
		62) Optical Drives - DVD-RW	4.00%	SHI's Full Catalog of Storage Devices
		63) Storage Accessories	4.00%	SHI's Full Catalog of Storage Devices
		64) Storage - NAS	4.00%	SHI's Full Catalog of Storage Devices
		65) Storage - SAN	4.00%	SHI's Full Catalog of Storage Devices
		66) Tape Autoloaders -AIT	4.00%	SHI's Full Catalog of Storage Devices
		67) Tape Autoloaders - DAT	4.00%	SHI's Full Catalog of Storage Devices
		68) Tape Autoloaders - DLT	4.00%	SHI's Full Catalog of Storage Devices
		69) Tape Autoloaders - LTO	4.00%	SHI's Full Catalog of Storage Devices
		70) Tape Drives - 4mm	4.00%	SHI's Full Catalog of Storage Devices
		71) Tape Drives - 8mm/VXA	4.00%	SHI's Full Catalog of Storage Devices
		72) Tape Drives - AIT	4.00%	SHI's Full Catalog of Storage Devices
		73) Tape Drives - DAT	4.00%	SHI's Full Catalog of Storage Devices
		74) Tape Drives - DLT	4.00%	SHI's Full Catalog of Storage Devices
		75) Tape Drives - LTO/Ultrium	4.00%	SHI's Full Catalog of Storage Devices
		76) Tape Drives SDLT	4.00%	SHI's Full Catalog of Storage Devices
		77) Tape Drives - Travan	4.00%	SHI's Full Catalog of Storage Devices

6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		79) Bridges & Routers	5.00%	SHI's Full Catalog of Network Equipment
		80) Gigabit Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		81) Concentrators & Multiplexers	5.00%	SHI's Full Catalog of Network Equipment
		82) Hardware Firewalls	5.00%	SHI's Full Catalog of Network Equipment
		83) Intrusion Detection	5.00%	SHI's Full Catalog of Network Equipment
		84) KVM	5.00%	SHI's Full Catalog of Network Equipment
		85) Modems	5.00%	SHI's Full Catalog of Network Equipment
		86) Network Test Equipment	5.00%	SHI's Full Catalog of Network Equipment
		87) Network Adapters	5.00%	SHI's Full Catalog of Network Equipment
		88) Network Cables	5.00%	SHI's Full Catalog of Network Equipment
		89) Network Accessories	5.00%	SHI's Full Catalog of Network Equipment
		90) Repeaters & Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		91) Wireless LAN Accessories	5.00%	SHI's Full Catalog of Network Equipment
		92) Token Authentication	5.00%	SHI's Full Catalog of Network Equipment
		93) 10G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		94) 1G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.50%	SHI's Full Catalog of Software
		96) Licensing Backup	4.50%	SHI's Full Catalog of Software
		97) Licensing Barcode/OC	4.50%	SHI's Full Catalog of Software

		98) Licensing Business Application	4.50%	SHI's Full Catalog of Software
		99) Licensing CAD/CAM	4.50%	SHI's Full Catalog of Software
		100) Licensing - Cloning	4.50%	SHI's Full Catalog of Software
		101) Licensing - Computer Services	4.50%	SHI's Full Catalog of Software
		102) Licensing - Database	4.50%	SHI's Full Catalog of Software
		103) Licensing - Development	4.50%	SHI's Full Catalog of Software
		104) Licensing - Entertainment	4.50%	SHI's Full Catalog of Software
		105) Licensing - Financial	4.50%	SHI's Full Catalog of Software
		106) Licensing - Flow Chart	4.50%	SHI's Full Catalog of Software
		107) Licensing - Graphic Design	4.50%	SHI's Full Catalog of Software
		108) Licensing - Handheld	4.50%	SHI's Full Catalog of Software
		109) Licensing - Network OS	4.50%	SHI's Full Catalog of Software
		110) Licensing - OS	4.50%	SHI's Full Catalog of Software
		111) Licensing - Personal Organization	4.50%	SHI's Full Catalog of Software
		112) Licensing - Presentation	4.50%	SHI's Full Catalog of Software
		113) Licensing - Reference	4.50%	SHI's Full Catalog of Software
		114) Licensing - Report Analysis	4.50%	SHI's Full Catalog of Software
		115) Licensing - Spreadsheet	4.50%	SHI's Full Catalog of Software
		116) Licensing - Utilities	4.50%	SHI's Full Catalog of Software
		117) Licensing - Warranties	4.50%	SHI's Full Catalog of Software

		118) Licensing - Web Development	4.50%	SHI's Full Catalog of Software
		119) Licensing - Word Processing	4.50%	SHI's Full Catalog of Software
		120) Software - Backup	4.50%	SHI's Full Catalog of Software
		121) Software - Barcode / OCR	4.50%	SHI's Full Catalog of Software
		122) Software - Business Application	4.50%	SHI's Full Catalog of Software
		123) Software - CAD/CAM	4.50%	SHI's Full Catalog of Software
		124) Software - Cloning	4.50%	SHI's Full Catalog of Software
		125) Software - Computer Services	4.50%	SHI's Full Catalog of Software
		126) Software - Database	4.50%	SHI's Full Catalog of Software
		127) Software - Development	4.50%	SHI's Full Catalog of Software
		128) Software - Entertainment	4.50%	SHI's Full Catalog of Software
		129) Software - Financial	4.50%	SHI's Full Catalog of Software
		130) Software - Flow Chart	4.50%	SHI's Full Catalog of Software
		131) Software - Graphic Design	4.50%	SHI's Full Catalog of Software
		132) Software - Handheld	4.50%	SHI's Full Catalog of Software
		133) Software - OS	4.50%	SHI's Full Catalog of Software
		134) Software - Personal Organization	4.50%	SHI's Full Catalog of Software
		135) Software - Presentation	4.50%	SHI's Full Catalog of Software
		136) Software - Reference	4.50%	SHI's Full Catalog of Software
		137) Software - Report Analysis	4.50%	SHI's Full Catalog of Software

		138) Software - Spreadsheet	4.50%	SHI's Full Catalog of Software
		139) Software - Utilities	4.50%	SHI's Full Catalog of Software
		140) Software - Warranties	4.50%	SHI's Full Catalog of Software
		141) Software - Web Development	4.50%	SHI's Full Catalog of Software
		142) Software - Word Processing	4.50%	SHI's Full Catalog of Software
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.00%	SHI's Full Catalog of Media Supplies
		144) Media - AIT tape	4.00%	SHI's Full Catalog of Media Supplies
		145) Media - DAT tape	4.00%	SHI's Full Catalog of Media Supplies
		146) Media - DLT tape	4.00%	SHI's Full Catalog of Media Supplies
		147) Media LTO / Ultrium tape drive	4.00%	SHI's Full Catalog of Media Supplies
		148) Media - Magneto - Optical	4.00%	SHI's Full Catalog of Media Supplies
		149) Media - Optical	4.00%	SHI's Full Catalog of Media Supplies
		150) Media - SLR tape	4.00%	SHI's Full Catalog of Media Supplies
		151) Media - Travan tape	4.00%	SHI's Full Catalog of Media Supplies
		152) Media - VXA tape	4.00%	SHI's Full Catalog of Media Supplies
		153) Media - zip	4.00%	SHI's Full Catalog of Media Supplies
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		155) Video conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		156) Voice gateways / servers	4.00%	SHI's Full Catalog of Collaboration and IP Telephony

		157) Headsets	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		158) Audio conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		159) Analog phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		160) Accessories	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
10)	Group 10 - Other	161) Advanced Integration	4.00%	SHI's Full Catalog of Other
		162) Asset Disposal	4.00%	SHI's Full Catalog of Other
		163) Asset Management	4.00%	SHI's Full Catalog of Other
		164) Cables	4.00%	SHI's Full Catalog of Other
		165) Cables - custom	4.00%	SHI's Full Catalog of Other
		166) Cables - printer	4.00%	SHI's Full Catalog of Other
		167) Complex warranties	4.00%	SHI's Full Catalog of Other
		168) Desktop Accessories	4.00%	SHI's Full Catalog of Other
		169) Display Accessories	4.00%	SHI's Full Catalog of Other
		170) Electronic Services	4.00%	SHI's Full Catalog of Other
		171) Handheld Accessories	4.00%	SHI's Full Catalog of Other
		172) Imaging Accessories	4.00%	SHI's Full Catalog of Other
		173) Imaging - Camcorders	4.00%	SHI's Full Catalog of Other
		174) Imaging - Digital Cameras	4.00%	SHI's Full Catalog of Other

		175) Internal Lab Service	4.00%	SHI's Full Catalog of Other
		176) Lab fees	4.00%	SHI's Full Catalog of Other
		177) Managed Services	4.00%	SHI's Full Catalog of Other
		178) Miscellaneous solutions	4.00%	SHI's Full Catalog of Other
		179) Mounting hardware for vehicles	4.00%	SHI's Full Catalog of Other
		180) Networking Warranties	4.00%	SHI's Full Catalog of Other
		181) Notebook Accessories	4.00%	SHI's Full Catalog of Other
		182) Notebook Batteries	4.00%	SHI's Full Catalog of Other
		183) PC Lab order services	4.00%	SHI's Full Catalog of Other
		184) POS Accessories	4.00%	SHI's Full Catalog of Other
		185) POS Displays	4.00%	SHI's Full Catalog of Other
		186) Power Accessories	4.00%	SHI's Full Catalog of Other
		187) Power Surge Protection	4.00%	SHI's Full Catalog of Other
		188) Power UPS	4.00%	SHI's Full Catalog of Other
		189) Server Accessories	4.00%	SHI's Full Catalog of Other
		190) Service Charge	4.00%	SHI's Full Catalog of Other
		191) System Components	4.00%	SHI's Full Catalog of Other
		192) Training Courses	4.00%	SHI's Full Catalog of Other
		193) Training Reference Manuals	4.00%	SHI's Full Catalog of Other
		194) Warranties - Electronic	4.00%	SHI's Full Catalog of Other

		195) iPad / Tablet Stylus	4.00%	SHI's Full Catalog of Other
		196) Mouse / Wrist Pads	4.00%	SHI's Full Catalog of Other
		197) Security Locks and Hardware	4.00%	SHI's Full Catalog of Other
		198) Tools	4.00%	SHI's Full Catalog of Other
		199) Document Scanner Accessories	4.00%	SHI's Full Catalog of Other
		200) Flatbed Scanners	4.00%	SHI's Full Catalog of Other
		201) Mobile Scanners	4.00%	SHI's Full Catalog of Other
		202) Network Scanners	4.00%	SHI's Full Catalog of Other
		203) Sheet fed Scanners	4.00%	SHI's Full Catalog of Other
		204) Wide Format Scanners	4.00%	SHI's Full Catalog of Other
		205) Workgroup / Department Scanner	4.00%	SHI's Full Catalog of Other
		206) Build to Order Desktops	4.00%	SHI's Full Catalog of Other
		207) Nettop	4.00%	SHI's Full Catalog of Other
		208) Point of Sale	4.00%	SHI's Full Catalog of Other
		209) Ultra Small Form Factor	4.00%	SHI's Full Catalog of Other
		210) Apple / Mac Memory Upgrades	4.00%	SHI's Full Catalog of Other
		211) Chips / SIMMs/SIPPs / ROMs	4.00%	SHI's Full Catalog of Other
		212) Computer Cases	4.00%	SHI's Full Catalog of Other
		213) CPUs / Fans	4.00%	SHI's Full Catalog of Other
		214) Memory Accessories	4.00%	SHI's Full Catalog of Other

		215) Motherboards / Chassis	4.00%	SHI's Full Catalog of Other
		216) 1 - 2 port Serial Boards	4.00%	SHI's Full Catalog of Other
		217) 3+ port Serial Boards	4.00%	SHI's Full Catalog of Other
		218) Console Server	4.00%	SHI's Full Catalog of Other
		219) Device Server	4.00%	SHI's Full Catalog of Other
		220) Terminal Server	4.00%	SHI's Full Catalog of Other
		221) Content Management	4.00%	SHI's Full Catalog of Other
		222) Firewall / VPN Appliances	4.00%	SHI's Full Catalog of Other
		223) Multifunction Security Appliances	4.00%	SHI's Full Catalog of Other
		224) Network Camera Accessories	4.00%	SHI's Full Catalog of Other
		225) Network Cameras	4.00%	SHI's Full Catalog of Other
		226) Physical/Environmental Security	4.00%	SHI's Full Catalog of Other
		227) Security Appliance Accessories	4.00%	SHI's Full Catalog of Other
		228) Security Tokens	4.00%	SHI's Full Catalog of Other
		229) Unified Threat Management	4.00%	SHI's Full Catalog of Other
		230) 2-way Radios / Walkie Talkies	4.00%	SHI's Full Catalog of Other
		231) Apple Notebooks	4.00%	SHI's Full Catalog of Other
		232) Convertible PCs / Slate PCs / iPad	4.00%	SHI's Full Catalog of Other
		233) iPad	4.00%	SHI's Full Catalog of Other
		234) Slate Tablet Computers	4.00%	SHI's Full Catalog of Other

		235) GPS / PDA	4.00%	SHI's Full Catalog of Other
		236) Wireless Communication Devices	4.00%	SHI's Full Catalog of Other
		237) Batteries	4.00%	SHI's Full Catalog of Other
		238) Power Supplies / Adapters	4.00%	SHI's Full Catalog of Other
		239) Rackmount Equipment	4.00%	SHI's Full Catalog of Other
		240) Remote Power Management	4.00%	SHI's Full Catalog of Other
		241) Surge Suppressors	4.00%	SHI's Full Catalog of Other
		242) UPS / Battery Backup	4.00%	SHI's Full Catalog of Other
		243) 14" & smaller LCD Display	4.00%	SHI's Full Catalog of Other
		244) 15-19" LCD Display	4.00%	SHI's Full Catalog of Other
		245) 15-19" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		246) 15-19" Wide LED Display	4.00%	SHI's Full Catalog of Other
		247) 20-30" LCD Display	4.00%	SHI's Full Catalog of Other
		248) 20-30" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		249) 20-30" Wide LED Display	4.00%	SHI's Full Catalog of Other
		250) PCoIP and Zero Client Displays	4.00%	SHI's Full Catalog of Other
		251) Arm Mounts	4.00%	SHI's Full Catalog of Other
		252) Ceiling Mounts	4.00%	SHI's Full Catalog of Other
		253) Combo Mounts	4.00%	SHI's Full Catalog of Other
		254) Desktop Stands / Risers	4.00%	SHI's Full Catalog of Other

		255) Flat Wall Mounts	4.00%	SHI's Full Catalog of Other
		256) Mount Accessories	4.00%	SHI's Full Catalog of Other
		257) Pole Display	4.00%	SHI's Full Catalog of Other
		258) Stands / Carts / Feet	4.00%	SHI's Full Catalog of Other
		259) Tilt Wall Mounts	4.00%	SHI's Full Catalog of Other
		260) C-Cure Products	4.00%	SHI's Full Catalog of Other
		261) Istar Products	4.00%	SHI's Full Catalog of Other
11)	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE
		Design and Analysis	\$ 125.00	4%
		Configuration	\$ 165.00	4%
		Implementation	\$ 185.00	4%
		Installation	\$ 185.00	4%
		Training	\$ 99.00	4%
		Maintenance & Support	\$ 99.00	4%
		All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract.		

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
- 11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- 12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
- 13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- 14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- 15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.
- 16. **DEFAULT.**
 - a. A party will be in default if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, indirect, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.
- Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **(RESERVED)**
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.



COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT

John Giles
David Luna
Mark Freeman
Christopher Glover
Francisco Heredia
Kevin Thompson
Jeremy Whittaker

COUNCIL ABSENT

None

OFFICERS PRESENT

Christopher Brady
Dee Ann Mickelsen
Jim Smith

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at \$88,500, based on estimated usage.

- *5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at \$54,000, based on estimated usage.

- *5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at \$502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

- *5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at \$1,435,319.57 annually; Zone 2, at \$959,183.45 annually; Zone 3, at \$974,364.20 annually; and Zone 4, at \$1,221,738.22 annually; based on estimated usage.

- *5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed \$100,000 annually, based on estimated usage.

- *5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at \$50,876.25.

- *5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at \$3,100,000 annually, based on estimated usage.

- *5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at \$100,000, based on estimated usage.

- *5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at \$400,000 annually, based on estimated usage.

- *5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at \$146,670.49. This purchase is funded by Local Streets Sales Tax.

- *5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at \$176,764.77. This purchase is funded by Local Streets Sales Tax.

- *5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at \$100,000, based on estimated usage.

- *5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed \$153,000, based on estimated usage.

- *5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at \$35,000, based on estimated usage.

- *5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of \$120,302,333 and authorize a change order allowance \$6,015,117 (5%) for a total project amount of \$126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is \$72,229,521 and is funded by 2014 authorized Wastewater Bonds.

- *5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of \$1,394,294.67, and authorize a change order allowance in the amount of \$139,430 (10%), for a total amount of \$1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

- *5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of \$149,494, plus an additional \$14,949 (10%) as a change order allowance, for a total amount of \$164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

- *6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- *6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- *6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- *6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- *6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- *6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

- *7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

- *8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

- *9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres).
KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

ATTEST:


DEE ANN MICKELSEN, CITY CLERK




JOHN GILES, MAYOR

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.


DEE ANN MICKELSEN, CITY CLERK

National Cooperative Contract

National Intergovernmental Purchasing
Alliance Company

Information Technology Solutions





October 23, 2017

National IPA
City of Mesa
702 Capitol Avenue, Room 095
Frankfort KY 40601

Dear Ms. Williams:

Thank you for providing SHI the opportunity to participate in the City of Mesa's Request for Proposal for Information Technology Solutions and Services.

Before you read our response, please know that the soul of our company is supported by thousands of empowered employees who work together to determine the best course of action for our customers. We are a privately-owned company, and as such, our customers are our most valued shareholders. We are honored to have the opportunity to work with the City of Mesa. We have been pleased to work with the City for your software needs and other IT purchases over the last 6 years, and we will work diligently to ensure that this long-term relationship continues to provide value for you.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other vendors may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In response to your bid requirements, we have provided our cost response under separate cover. If you have any questions regarding our response, please feel free to contact me or any of your SHI Team Members, introduced in our Letter of Transmittal.

Thank you again.

Sincerely,

A handwritten signature in blue ink, appearing to read "Meghan Flisakowski".

Meghan Flisakowski
Public Program Manager



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TAB 1 - LETTER OF TRANSMITTAL.

A brief letter of transmittal should be submitted that includes the following information:

- 1. The Respondent's understanding of the work to be performed.*
- 2. A positive commitment to perform the service within the time period specified.*
- 3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.*

SHI Response:

SHI thanks you for the opportunity to participate in The City of Mesa's/National IPA's solicitation for Information Technology Solutions and Services. We are confident that our deep commitment to those we serve will prove a strong foundation on which the City of Mesa, National IPA, and SHI can build. We clearly understand the scope of work to be performed and, in the following pages, have provided a complete solution to your specific request, including:

- A detailed account of SHI's national presence and our strategy for educating our national sales force about the contract;
- A clear explanation of how products and services will be distributed to various locations throughout the City and marketed nationwide;
- An articulated plan describing how volume will be tracked and reported to National IPA;
- Detailed descriptions of product lines and services for City of Mesa and provided by SHI.

SHI's Commitment to City of Mesa

We are positively committed to perform successfully the services requested for an initial five year term from January 1, 2018 to December 31, 2022. SHI is proud to be ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers – a ranking that stems in part from our long-standing, excellent relationships with our customers and partners. Founded in 1989, SHI has cultivated an expert team that works collaboratively to ensure programs and projects are delivered on time, on budget, and far above expectations. With over 3,500 employees worldwide, including an organization dedicated specifically to the needs of the public sector, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States. Our individual team members, dedicated to working for City of Mesa and National IPA, are what make SHI an exceptional choice for your Information and Technology Solutions and Services; your account team, which will stay loyally engaged with the City of Mesa and National IPA, is detailed below.

SHI's Team Approach

Putting our people in place to support the City of Mesa and National IPA is where we start. We believe that our team members must be empowered and have autonomy to respond to your requests. Additionally, we have ensured that your SHI support team has the training and resources they need to provide you with immediate, accurate, up-to-date information and the authority to take action for you whenever you need.

SHI has experienced tremendous growth in size and scope in response to our customers' expanding needs. Our organic growth, in conjunction with over two decades of stability, is successful because we

support a highly-skilled and tenured sales force with software-volume licensing experts, hardware procurement specialists, and certified IT services professionals.

As SHI has grown, we have retained the flexibility we are known for, in order to remain agile for our customers. For instance, we have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

The City of Mesa will have the support of the entire SHI team:

Denise Verdicchio: Senior Director of Public Sector Sales. Denise has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and directly supports her team in the public sector; she has executive authority to approve terms and resolve issues and responds to inquiries within 8 business hours.



Alison Turner: Regional Director, Public Sector West. Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.



Amelia Jakubczyk: Account Executive. Amelia develops relationships with representatives throughout City of Mesa in support of all the city's IT needs. Amelia will conduct face-to-face meetings to understand the city's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the city's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area and specifically with the City of Mesa for over 5 years and is excited to work with the city on this new endeavor!



Scott Garret: Contract Manager. Scott works closely with Amelia and the sales teams to ensure the sales teams are fully educated on the guidelines of the City of Mesa and IPA contract, including the reporting requirements. Scott will also work with the City and IPA to ensure we are providing necessary reports, accurately capturing the requested information, and to assist with any other contract-related requirements.



Inside Account Managers (IAM)—In partnership with the Account Executives in the field, our IAMs maintain direct relationships with you and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. IAMs execute the plan established by the Account Executives for City of Mesa. We will evaluate the team regularly and add members as needed to ensure exceptional customer service. The City of Mesa's dedicated Inside Account Manager Team consists of the following members:

Corrin Bennett (Inside Team Manager)

Phone: 732-652-0335

Fax: 732-564-8332

Rob DiGiovanni

Phone: 732-652-7408

Fax: 732-537-7287

EJ Williams

Phone: 732-652-6596

Fax: 732-537-7287

Jason Mitchell

Phone: 732-652-4710

Fax: 732-537-7287

Team Alias: teamarizona@shi.com



Detailed information on our national presence and how we will support National IPA members across the country are included in our response.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent \$6.6m with SHI, mostly in software and other miscellaneous products.

Thank you again for the opportunity to show you why SHI is the best partner for City of Mesa and National IPA; we are eager to present our proposal to you, and we are confident that both the quality of our services outlined in our response and the deep level of our commitment to City of Mesa and National IPA will make us a convincing partner for your Information Technology Solutions and Services needs. We look forward to continuing to build upon our strong and successful relationship with the City of Mesa.

TAB 2 - PROGRAM DESCRIPTION AND METHOD OF APPROACH.

Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. *Provide a response to the national program.*
 - a. *Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.*
 - b. *The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.*

SHI Response:

Immediately following is the response to Attachment D, Exhibit A and Attachment D, Exhibit B. SHI acknowledges the requirement to sign Attachment D if awarded the contract. We have provided our clarifications to terms and look forward to the opportunity to review and negotiate a mutually agreeable contract.

ATTACHMENT D - SUPPLIER QUALIFICATIONS

COMPANY

- A. *Brief history and description of your company.*
- B. *Total number and location of sales persons employed by your company.*
- C. *Number and location of support centers (if applicable).*
- D. *Annual sales for the three previous fiscal years.*
- E. *Submit your FEIN and Dunn & Bradstreet report.*

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a \$1 million "software-only" regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of \$7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of \$8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

Our breadth and depth of experience on Public Sector contracts of similar size and scope position us well for success as a partner with National IPA and the City of Mesa. Specifically for this contract, we are prepared to:

- Provide value by delivering an extensive catalog of items in each category accurately and efficiently;
- Offer consistent, aggressive pricing and world-class support to public entities regardless of size;
- Collaborate with National IPA to market this contract to public entities across the country.

With 28 years of experience supporting contracts that are similar in nature, complexity, responsibility, and scope to National IPA's request, we are ready to deliver on all of these requirements and more. SHI is able to provide our customers with full IT solutions, from commodity software and hardware to full end-to-end datacenter solutions. SHI offers a wealth of products, services, and resources which are all specifically in line with the requirements of this contract. This is, at our core, what we do – and the reason we will excel in the fulfillment of this contract more than other organizations who might have diverted focus. National IPA and City of Mesa users will benefit from SHI's laser focus on being the best at delivering the products and services they need, while continuing to keep our costs aggressive. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. We work constantly to understand your business and personnel and to stay current with your unique, evolving challenges.

Company Structure and Organization

SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and by geography. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is to be face-to-face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group, totaling over 150 professionals, is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, and product information.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular and transparent communication with our customers. SHI Account Executives meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products, regardless of size.

Public Sector Regional Management Team


WEST

Regional Director: Alison Turner
425-974-5997
Alison_Turner@shi.com

Inside Sales Managers:
Northwest: Corrin Bennett
732-652-0335
Corrin_Bennett@shi.com

California: Scott Kent
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SOUTH CENTRAL

Regional Director: Darron Gross
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Inside Sales Managers:
Texas Gov/MOKA: Kerri Fitzmorris
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Southcentral/West: Bobby Petrucci
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Texas Education: Pat Jaron
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Senior Director of Public Sector Sales
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908-884-1389
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Director of Inside Sales - Public Sector
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Yara_Ismail@shi.com



NORTHEAST

Regional Director: Barb West
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Inside Sales Managers:
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Northeast/Southeast/East/
Central/Federal: Terrance Bridgers
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EAST

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SOUTHEAST

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SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher-ed institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. SM Sled is based out of our global headquarters in Somerset, NJ and consists of a team of 170 Inside Account Executives (IAEs) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
908-884-1389

SM SLED, Local Government



WEST
Paul Marsicano
732-652-0839
Josh Reyes
732-652-0311

Inside Team
Billy Howarth
Chris Cabrera
David Morrison

Devone Bennett
Gregg Cambareri
Irene Cook
Joe Burst
Jonathan Koffler
Michael Klotz
Pete Garay
Sebastian Psak

SOUTHCENTRAL
Alan Frost
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Jess Crincoli
732-868-8731

Inside Team
Andrew Baicher
Ashley Marfo

Erika Korsak
James Impelizeri
Jemilah Alghali
Jessica Vos
Juan Martinez
Nick Corvino
Sloane Endick
Steve Katz

SOUTHEAST
Amanda Calimano
732-564-8362
Kevin Mariano
732-564-8516

Inside Team
Bryan Hunt
Bryan Thompson
Danielle Maloney

David Lloyd
Gary Wilson
Jim Grogan
Kaleigh Maffei
Lauren Rallis
Lou Malvasi
Pat Connolly
Vinnie Pini

Director, Small/Medium Public Sector, Enterprise - SLED

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732-537-7246

CENTRAL
Amy Catapano
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Inside Team
Anthony Risorto
Charlie McClelland
Chris Costello

David Vieira
Garrett Cookson
Gurdeep Bhalla
John Mercurio
Michael Vassos
Pat Swinarski
Ryan Baicher
Ryan Brennan
Will Ricketts

NORTHEAST
Lauren Howlin
732-564-8505

Inside Team
Kayla Williams
Kristen Goers
Monique Chedid
Parker Jensen
Thomas Flatley
Tyler Daniel

EAST
Dan Sutton
732-564-8223
Kevin VanBuskirk
732-652-0271

Inside Team
Alex MacDonald
Brianna Jack
Chris Rebele
Dan Nemeth
Dianna Lee
Gabriella Viola
Jeff Prudente
Kevin Gordon
Kwame Eshun
Mat Schenck
Samantha Rebimbas
Tom Monks



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Senior Director, SLED Field
Denise Verdicchio
 908-884-1389

SM SLED, Education

NORTHEAST

Lauren Howlin
732-564-8505

Higher Education
Meredith Chupka

K-12
Dave Alfaro
John Batista
Kayla Williams
Maya Oliver

EAST

Dan Sutton
732-564-8223

Kevin VanBuskirk
732-652-0271

Higher Education
Dan Farina
Kristian Biancan

K-12
Ashley DeLia
Bobby Hammer
Bradley Straight
Carmen Sotomayor
Chris Bielak
Cody Dembiec
Cody Pace

WEST

Paul Marsicano
732-652-0839

Josh Reyes
732-652-0311

Higher Education
Joseph Nelson
Michael Gabrael

K-12
Andrew Falzon
Billy Howarth
Brandon Malebranche
Chris Asare
David Morrison
Devone Bennett
Eric Discepolo
Fernando Correia
Francesca Lima
Gregg Cambareri
Grieg Tan
Irene Cook
Joe Burst
Jonathan Koffler
Lauren Budzinski
Mark Harrel
Nick McManus
Nick Voelker
Nicole DePaola
Pete Garay
Ryan Csordas
Steven Torres

SOUTHEAST

Amanda Calimano
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Kevin Mariano
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Higher Education
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Jonathan Velez

K-12
Alexis Keresztes
Alfred Sarpel
Bryan Thompson

CENTRAL

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Chris Cashin
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Higher Education
Michael Farinaro

K-12
Andrew Lee
Anthony Risorto
Brittanni Kennedy
Chris Costello
Chris Imperiale
Dan Pestalozzi
Ian Robinson
Jean Mombrun

SOUTHCENTRAL

Alan Frost
732-652-0290

Jess Crincoli
732-868-8731

Higher Education
John Appiah
Rashi ShahDillard

K-12
Alex Melore
Andrew Lawler
Ashley Marfo
Christina Santos
Collin Gumbiner
Gareth Bevan
Jesse Meyer
John Firestone

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Sales Support Organizations

SHI has the largest team of Software and Licensing Specialists in the industry who are prepared to support our customers and our sales teams in whatever manner possible. SHI has the expertise in managing the varied features of the Publisher Licensing Programs; our award-winning team of Software and Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.

Over the past decade, IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to this, and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor-neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white

boarding, proof of concepts, and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.



Annual Sales

	2014	2015	2016	2017 YTD
K-12 (public & private), Educational Service Agencies	160,000,000	200,000,000	232,000,000	203,000,000
Higher Education Institutions	190,000,000	245,000,000	249,000,000	222,000,000
Counties, Cities, Townships, Villages	345,000,000	400,000,000	465,000,000	354,000,000
States	530,000,000	600,000,000	674,000,000	530,000,000
Private Sector	4,640,000,000	5,211,000,000	5,821,000,000	4,680,000,000
Total	5,865,000,000	6,656,000,000	7,441,000,000	5,989,000,000

FEIN and D&B

SHI FEIN: 22-3009648

D&B Number: 61-142-9481 – SHI has included a copy of our D&B report as an Attachment to this response.

DISTRIBUTION, LOGISTICS

- A. Describe how your company proposes to distribute the products/service nationwide.*
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.*
- D. State any return and restocking policy and fees, if applicable, associated with returns.*
- E. Describe the full line of products and services offered by your company.*

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing. All products will be offered to National IPA members at or below bid pricing for the life of the contract.

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy, in which case we note this to the customer. In order to request a return, a customer first contacts the customer's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the customer/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the IPA customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit the customer's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the customer, who signs and returns the form. To help simplify and expedite the process, SHI takes care of the rest – processing the letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

SHI has a diversified product line that includes a broad range of computer products and services. Leading manufacturers have established SHI as an authorized partner. If awarded, National IPA contract users will benefit from having access to one of the most extensive IT product catalogs in the industry. The following lists contain a snapshot of some of the manufacturers whose products SHI is authorized to sell. If, by chance, we are not authorized for a specific product line that is of interest to a member, we will work with the manufacturer to become authorized. Upon award, we will work with National IPA to create a catalog inclusive of all products/partners that you would like to include.

Hardware and Software Partners



Mobility



Emerging Partners



Security



Accessories



Display Solutions



Sourcing Non-Standard Products

SHI is committed to sourcing any product that our customers consider standard. In fact, one of our greatest strengths as a reseller has been our ability and willingness to source and purchase any product on our customers' behalf. This process is fast and efficient. SHI allows our Inside Account Managers to source products themselves, and to add them to SHI's product catalog without the assistance of another department. This means that a customer can request a product that does not currently exist in SHI's catalog, and that your Inside Account Manager will provide pricing and enter the customer's order within hours, rather than days.

MARKETING AND SALES

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:*
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days*

SHI Response:

SHI realizes the value of partnering with a widely respected organization like National IPA. Upon award this partnership would be immediately announced to the entire company, starting with our President and CEO, Thai Lee. This would be done via email to Thai along with the rest of the SHI Leadership, both sales and internal support. In addition, we would post an article on SHI's internal sharepoint site and announce on our upcoming all hands call.

SHI has retained a small business feel despite our growth. Denise Verdicchio, Sr. Director of Public Sector has worked for SHI for 22 years. She is personally working on this response and will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. She, along with the rest of the Public Sector leadership, is fully committed to the success of this contract. National IPA and its members will benefit from this personal touch and commitment to success.

Ongoing training of our sales force on this contract will be critical to our success. Within the first week of award, SHI plans to have a call including all of our Public Sector Senior Leadership and Public Sector Marketing team as well as the appropriate sales, marketing, and contract personell for National IPA to create a specific design to enable our entire sales team. Discussion points will include:

- Train and enable all SHI Public Sector Field Account Executives and leadership
- Train and enable SHI's SM Sled Inside Account Executives and leadership
- Announce contract strategies such as social media, targeted email blasts, and press releases
- Facilitate current member market strategy
- Facilitate perspective member market strategy
- Create ongoing marketing plans.

We respectfully suggest having weekly touch point calls with Denise and the Public Sector marketing team until the contract is officially launched. Continuing monthly review calls over the life of the contract will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Exectutives live all over the country, we find the most efficient way to conduct traning and enablement is with regional webcasts. There are on average 20 Account Executives per region so this will allow each call to have a more collaborative feel and allow for in-depth questions and answers.

We would love to have National IPA conduct live training sessions at our global headquarters in Somerset, NJ for our SM Sled organization as well as any local Account Executives. In addition, we would welcome the opportunity to present SHI's overall capabilities to the National IPA team.

SHI would expect this initial training to take place within the first 60 days of contract award. From there, we can work closely with National IPA to create an ongoing training plan, including quarterly touchpoints with the Regional Teams. We would like to include the National IPA team on future in-person meetings to facilitate better relationships between our sales organizations.

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

- iii. Creation and distribution of a co-branded press release to trade publications*
- iv. Announcement, contract details and contact information published on the Supplier company website within first 90 days*
- v. Design, publication and distribution of co-branded marketing materials within first 90 days*
- vi. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
- vii. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.*
- viii. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
- ix. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
- x. Dedicated National IPA internet web-based homepage on Supplier website with:*
 - National IPA standard logo;*
 - Copy of original Request for Proposal;*
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;*
 - Summary of Products and pricing;*
 - Marketing Materials*
 - Electronic link to National IPA's website including the online registration page;*
 - A dedicated toll free number and email address for National IPA*

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via

National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the National IPA team, alongside Denise and the entire Public Sector leadership team, will work with the following people on this team in creation and execution of this marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Create a co-branded press release and work quickly to distribute to agreed-upon trade publications
- Post announcement along with contract details and contact information to www.shi.com
- Begin design of co-branded marketing materials including print, electronic, email, and presentations
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads
- Create social media strategy
- Design and implement National IPA secured website on www.shi.com including National IPA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective National IPA members
- Implement initial social media strategy

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series
- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next ninety day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. National IPA has our commitment to participate at specified shows as well as looking for additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside National IPA suppliers. We are happy to assist National IPA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with National IPA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). The State is welcome to attend these at no additional charge.

Custom Events - SHI will help National IPA coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

Immediately following is a sample marketing plan.

1. Overview

SHI has transformed itself from a \$1 million "software-only" regional reseller into a \$7.5 billion global provider of information technology products and services. From software and hardware procurement to deployment planning, configuration, data center optimization, IT asset management and cloud computing, SHI offers custom IT solutions for every aspect of your environment. Privately-held and under the guidance of our current ownership since 1989, SHI's goal is to foster long-term and mutually-beneficial relationships with our customers and partners every single day.

With 3,500 employees worldwide, SHI is the largest Minority/Woman Owned Business Enterprise (MWBE) in the United States and is ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers.

SHI has a dedicated Public Sector sales force focused on selling solely to state and local government, K-12 schools, and higher education institutes. Digital Learning is one of SHI's core vertical sales initiatives for our education team, making a long-term relationship with National IPA a natural fit.

2. Potential Marketing Strategies

Social media SHI has an active presence on Twitter, LinkedIn, Facebook, and Instagram. We closely follow industry trendsetters and advertise new services, agreements, and relevant articles as they relate to our customers. We also use these platforms to amplify SHI Blog articles about new buying vehicles for SHI and our customers.

Targeted email blasts SHI's marketing team can create HTML email templates designed to inform thousands of targeted proprietary contacts about new contracts.

Ongoing enablement training for our K-12 sales force. Via our regularly scheduled roundtable calls, internal newsletters, live webinar trainings and in-person presentations, we strive to familiarize our sales reps with all new offerings so they are prepared to serve our customers. Additionally, we offer live webinars and trainings for our customers when relevant to keep them abreast of the latest IT news.



2. Potential Marketing Strategies (Continued)

Press Releases SHI uses our corporate website (SHI.com) and Business Wire to make important announcements, including occasionally highlighting strategic new contracts.

Events SHI attends and supports a plethora of events, often spearheaded by local SHI AEs to educate our customers on our resources. These include but are not limited to: co-sponsored regional IT events, road shows, customer-facing conventions, and webcasts.

These types of events allow SHI to market key differentiators to our clientele, including purchasing cooperatives such as National IPA.

Education-specific trade shows/conferences SHI attends many of the top trade shows in the education industry, and we use these opportunities to highlight key resources available to us to our customers, including education contracts.

The biggest of these shows is ISTE, the most comprehensive educational technology conference in the world for the past 30+ years with 18,000+ attendees.

SHI Blog and SHI.com Our subject matter experts, account executives, and partners contribute stories regularly to our customer-facing blog, informing them on insights, trends, and challenges impacting the IT industry today. We measure each post's impact through best of breed SEO and web analytics practices. Since our blog has a wide-ranging audience, our Public Sector marketing team is included in writers' meetings to ensure that we are effectively reaching our government and education-specific customers.

We have dedicated contract pages on our public-facing website highlighting key contract vehicles.



3. Closing Statement

SHI's National IPA contract provides us with the ability to continue servicing public sector together. SHI has demonstrated its distribution capability in generating revenue, creating interest for partner products and in transforming the way our mutual customers build, deliver and consume information technology. We have everything it takes to be successful in supporting this contract.

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

SHI Response:

SHI realizes that the transition process is essential to National IPA's success. Below, please find a brief explanation, along with visual support, of SHI's collaborative process. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes six (6) areas of focus to help ensure National IPA's transition is successful:

1. Manufacturer Supply and Pricing Agreements
2. Product Standards
3. Dedicated Account Team and Team Tools
4. Custom/Customer Specific Reports
5. Order Acknowledgement Customization
6. Non e-Procurement Site Implementation: SHI.com

For each of these six areas, SHI and National IPA will work collaboratively on identified tasks to complete implementation of Information Technology Solutions. The breakdown of these tasks is outlined below.

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Manufacturer Supply and Pricing Agreements	Create a contract/agreement document in the SHI System	Identify all existing customer/manufacturer agreements
	Identify source(s) of supply	
	Request/plan for routine product/price updates from any non-automated price feed from manufacturer	Submit letter to manufacturer naming SHI as agent/reseller for customer
	Set up customer specific SKU's as applicable	Identify customer policy for manufacturer selection and orders
	Create training/information documents on customer requirements for internal use	Identify any IT refreshes already in process so that SHI is able to best assist customer.
	Publish customer terms, pricing, contracts, and processes and policies to SHI's Internal SharePoint site for customer	

Create customer-ready marketing efforts to inform all authorized purchases about the new contract begin request authorization process and identify SHI requirements for any applicable manufacturers

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Product Standards	Work with manufacturers or distributors to set inventory levels, if applicable Flag standard products in customer catalog at item level Place first inventory order, if applicable Create process documentation and update to SHI internal SharePoint site Set custom fields for customer order entry to identify and capture order-specific information that City would like to maintain	Identify customer standards Forecast volume on any IT inventory requirements, if applicable Define non-standard request process for customer and SHI approval validation for processing, if applicable

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Dedicated Account Team and Team Tools	Introduce City of Mesa to its dedicated sales team Train all team members on pricing and terms for City of Mesa contract Ensure that City of Mesa is aware of best customer-specific email alias for their use Verify proper setup of team folders in Outlook	Identify any specific requirements for City

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Custom/Customer Specific Reports	Define custom fields that City of Mesa may wish to capture Establish reporting schedule Establish distribution list Validate custom fields transmitted in e-procurement and non-e-procurement orders Program data labels and list of values in order entry to capture information Set order types: Standard, non-standard, replacement, expedite Submit report requirements to Web Administration Develop and test reports	Define custom fields that City wishes to capture Establish reporting schedule Establish distribution list Establish report layout and report type/requirements

Introduce and train City of Mesa on SHI reporting tools

Set user permissions

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Order Acknowledgement Customization	SHI account team customize in SCII	Define City of Mesa specific content
	Test order acknowledgement documents	Define intended recipients of notifications, such as Order of Acknowledgement
<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
SHI.com non e-Procurement site implementation	Define organization/site requirements (process flow)	Define organization/site requirements (process flow)
	Define system users and set up permissions	Define system users and set up permissions
	Design SHI.com customer specific implementation	Define approval process and billing process/requirements
	Define/build any additional catalog requirements	Define catalogue content
	Define SHI.com special verbiage requirements	Test system and processes
	Connect users to City of Mesa-specific catalogues	
	Conduct user demonstration and training sessions for City of Mesa	

- C. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.*

SHI Response:

SHI acknowledges and can comply.

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

SHI Response:

National IPA will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country.

SHI's Public Sector sales force will be actively promoting the availability of National IPA to customers and prospects across the country. With the assistance of our Public Sector marketing team, all leads that are generated will be followed up immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the National IPA logo and reference the required information as required by this RFP.

*F. Supplier is responsible for the training of its national sales force on the Master Agreement.
At a minimum, sales training should include:*

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA*
- iv. Knowledge of benefits of the use of cooperative contracts*

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed above, the sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the Public Agencies that can utilize this agreement, and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available for use.

G. Provide contact information for the person(s), who will be responsible for:

- i. Marketing*
- ii. Sales*
- iii. Sales Support*
- iv. Financial Reporting*
- v. Contracts*

SHI Response:

In order to provide the most seamless and efficient service to National IPA, we will be providing one primary point of contact. If other people are needed to address the situation, Scott will quickly make connections with the appropriate people and stay involved until the situation is addressed completely.

Scott Garrett
Public Sector Operations Specialist
732-868-5915
Scott_Garrett@shi.com

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

SHI Response:

As previously articulated, SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured by vertical and geography. We have over 120 Account Executives (AE's) who live and work in their territories. The emphasis is on having them be face to face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Managers (IAM's). This group totaling over 150 professionals is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, product information etc.



Public Sector Regional Management Team

WEST

Regional Director: Alison Turner
425-974-5597
Alison_Turner@shi.com

Inside Sales Managers:
Northwest: Corrin Bennett
732-652-0335
Corrin_Bennett@shi.com

California: Scott Kent
732-652-6641
Scott_Kent@shi.com

CENTRAL

Regional Director: Brian Gomez
312-802-2766
Brian_Gomez@shi.com

Inside Sales Manager: Tyshon Crawley
732-654-8117
Tyshon_Crawley@shi.com

SOUTH CENTRAL

Regional Director: Darron Grose
512-732-8021
Darron_Grose@shi.com

Inside Sales Managers:
Texas Gov/MOHA: Kerri Fitzmorris
732-654-8343
Kerri_Fitzmorris@shi.com

Southcentral/West: Bobby Petrucci
732-658-6072
Robert_Petrucci@shi.com

Texas Education: Pat Jaron
732-654-8104
Pat_Jaron@shi.com

Senior Director of Public Sector Sales
Denise Verdichio
908-884-1389
Denise_Verdichio@shi.com

Director of Inside Sales - Public Sector
Yara Ismail
732-637-7240
Yara_Ismail@shi.com



NORTHEAST

Regional Director: Barb West
508-954-4449
Barbara_West@shi.com

Inside Sales Managers:
Northeast: Mike McCaffery
732-652-6606
Michael_McCaffery@shi.com

Northeast/Southeast/East/
Central/Federal: Terrance Bridgers
732-652-6598
Terrance_Bridgers@shi.com

EAST

Regional Director: Rich Pugh
917-854-5282
Rich_Pugh@shi.com

Inside Sales Managers:
NJ/NY: John Cella
732-652-7621
John_Cella@shi.com

PA/MD/DE/WV/VA: Zeshan Khan
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Zeshan_Khan@shi.com

SOUTHEAST

Regional Director: Michael Bench
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Michael_Bench@shi.com

Inside Sales Manager: Jennifer Huseth
732-658-6286
Jennifer_Huseth@shi.com

Denise Verdicchio
Sr. Director Public Sector
908-884-1389
Denise_verdicchio@shi.com

Yara Ismail
Director of Enterprise Inside Sales – Public Sector
732-537-7240
Yara_ismail@shi.com

SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher education institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. This division is based out of our global headquarters in Somerset, NJ. This team consists of 170 Inside Account Executives (IAE's) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
 908-884-1389

SM SLED, Local Government



WEST
 Paul Marsicano
 732-652-0839
 Josh Reyes
 732-652-0311

Inside Team
 Billy Howarth
 Chris Cabrera
 David Morrison

Devone Bennett
 Gregg Cambareri
 Irene Cook
 Joe Burst
 Jonathan Koffler
 Michael Klotz
 Pete Garay
 Sebastian Psak

**Director, Small/Medium Public Sector,
 Enterprise - SLED**
Steven Nemeth
 732-537-7246

CENTRAL
 Amy Catapano
 732-652-0294
 Chris Cashin
 732-868-8821

Inside Team
 Anthony Risorto
 Charlie McClelland
 Chris Costello

David Vieira
 Garrett Cookson
 Gurdeep Bhalla
 John Mercurio
 Michael Vassos
 Pat Swinarski
 Ryan Baicher
 Ryan Brennan
 Will Ricketts

NORTHEAST
 Lauren Howlin
 732-564-8505

Inside Team
 Kayla Williams
 Kristen Goers
 Monique Chedid
 Parker Jensen
 Thomas Flatley
 Tylere Daniel

SOUTHCENTRAL
 Alan Frost
 732-652-0290
 Jess Crincoli
 732-868-8731

Inside Team
 Andrew Baicher
 Ashley Marfo

Erika Korsak
 James Impellizeri
 Jemilah Alghali
 Jessica Vos
 Juan Martinez
 Nick Corvino
 Sloane Endick
 Steve Katz

SOUTHEAST
 Amanda Calimano
 732-564-8362
 Kevin Mariano
 732-564-8516

Inside Team
 Bryan Hunt
 Bryan Thompson
 Danielle Maloney

David Lloyd
 Gary Wilson
 Jim Grogan
 Kaleigh Maffei
 Lauren Rallis
 Lou Malvasi
 Pat Connolly
 Vinnie Pini

EAST
 Dan Sutton
 732-564-8223
 Kevin VanBuskirk
 732-652-0271

Inside Team
 Alex MacDonald
 Brianna Jack
 Chris Rebele
 Dan Nemeth
 Dianna Lee
 Gabriella Viola
 Jeff Prudente
 Kevin Gordon
 Kwame Eshun
 Mat Schenck
 Samantha Rebimbas
 Tom Monks



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Senior Director, SLED Field
Denise Verdicchio
 908-884-1389

SM SLED, Education



NORTHEAST

Lauren Howlin
732-564-8505

Higher Education
Meredith Chupka

K-12
Dave Altaro
John Batista
Kayla Williams
Maya Oliver

EAST

Dan Sutton
732-564-8223

Kevin VanBuskirk
732-652-0271

Higher Education
Dan Farina
Kristian Biancan

K-12
Ashley DeLia
Bobby Hammer
Bradley Straight
Carmen Sotomayor
Chris Bielak
Cody Dembiec
Cody Pace

WEST

Paul Marsicano
732-652-0839

Josh Reyes
732-652-0311

Higher Education
Joseph Nelson
Michael Gabrielael

K-12
Andrew Falzon
Billy Howarth
Brandon Malebranche
Chris Asare
David Morrison
Devone Bennett
Eric Discepolo
Fernando Correia
Francesca Lima
Gregg Cambareri
Grieg Tan
Irene Cook
Joe Burst
Jonathan Koffler
Lauren Budzinski
Mark Harrel
Nick McManus
Nick Voelker
Nicole DePaola
Pete Garay
Ryan Csordas
Steven Torres

SOUTHEAST

Amanda Calimano
732-564-8362

Kevin Mariano
732-564-8516

Higher Education
Edward McGovern
Jonathan Velez

K-12
Alexis Keresztes
Alfred Sarpeh
Bryan Thompson

CENTRAL

Amy Catapano
732-652-0294

Chris Cashin
732-868-8821

Higher Education
Michael Farinaro

K-12
Andrew Lee
Anthony Risorto
Brittanni Kennedy
Chris Costello
Chris Imperiale
Dan Pestalozzi
Ian Robinson
Jean Mombrun

SOUTHCENTRAL

Alan Frost
732-652-0290

Jess Crincoli
732-868-8731

Higher Education
John Appiah
Rashi ShahDillard

K-12
Alex Melore
Andrew Lawler
Ashley Marfo
Christina Santos
Collin Gumbiner
Gareth Bevan
Jesse Meyer
John Firestone



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

SHI Response:

SHI has extensive experience administering contracts of this nature, and we are confident that we will exceed the requirements of the Scope of Work and Terms and Conditions. We take great pride in our ability to administer the agreement to the maximum benefit of the contract users.

The SHI sales team will work in conjunction with the National IPA sales team to promote the Master Agreement to both existing participating Public Agencies and prospective Public Agencies. As detailed previously in this response, the SHI Sales team will receive in-depth and ongoing training on the Master Agreement. Public Sector sales leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we welcome joint sales calls with the National IPA sales team.

Scott Garrett, the dedicated National IPA Public Sector Operations Specialist, will coordinate regular communications with our sales team and actively follow up on all campaigns. He can quickly distribute leads and connect the National IPA team with their correct counterpart on the SHI sales team.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual agency, city, county, township, school district and higher education institution.

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

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the following team members will collaborate with the National IPA team to create and implement the marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

Scott's main focus will be onboarding and growing the National IPA contract vehicle. He will be responsible for coordinating calls and other communications between SHI Leadership and sales teams and National IPA. Having Scott in place will help us to stay focused on our joint goals and also to review success as we go so we can make changes as needed.

We have previously discussed our marketing plans in this response and fully expect to continue to generate new marketing and sales campaigns to continue to drive business over the life of the contract.

When there is interest from a prospective public agency we will work quickly with National IPA to get their account set up and introduced to their account team at SHI. Having Scott Garrett as the primary point of contact will help to ensure that this process is seamless for the customer.

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

SHI Response:

Immediately following are our top 10 Public Agency customers. SHI can provide additional information upon request.

Customer Name	Invoiced Revenue	Buckets
Texas Seat Management	28,915,734.65	\$50m - \$100m
MN Office of Enterprise Technology	20,015,880.01	\$50m - \$100m
NJ New Jersey Information Technology	18,827,813.44	\$50m - \$100m
Atos Governmental IT Outsourcing Services, LLC	17,093,142.56	\$50m - \$100m
Louisiana Office of Technology Services	17,072,810.99	\$50m - \$100m
KY Technology, Commonwealth Office of (Cot)	16,978,802.17	\$50m - \$100m
NY Department of Health	13,400,486.55	\$50m - \$100m
City of New York NY	13,089,495.50	\$50m - \$100m
County of Harris	12,760,337.44	\$50m - \$100m
City of Houston	12,079,388.15	\$50m - \$100m

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

SHI Response:

Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure that the order is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the quote is within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price.

Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.



SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Order Confirmation

Sales order **S46482360**
Order date 10/17/2017
Customer Account 1008214
Customer PO 18001750
Shipping Method ESD
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 18795
AP CENTRAL BILLING
Mesa, AZ 85211
United States

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Opti upd via downld Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M	Qualys Public Sector Web Application Scanning - Module Price	1	923.20	923.20

Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate Distributor or Manufacturer. The orders are sent electronically and confirmed. All orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point we will reach out to the end user to discuss options.

Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user.

Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an advanced shipping notification which will be emailed automatically upon shipping of the product(s). See an example of the ASN below.





Shipment Notification

Sent from SHI
Somerset, NJ Office: 1-800-527-6389
www.shi.com

Order Date: 28 May 2014

SHI Order #: S12183345

PO #: 15698

Ship To: Parkside Utility Construction
219 Ruth Rd
Harleysville, PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14

Ship Via UPS Ground

Tracking # [1ZX717350309365643](#)

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG Nothing ships for this virtual item	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycom - W7PRO Standard Laptop Image Config/Install SHI CONFIG Nothing ships for this virtual item	1	1
28786615	J4P16US#ABA	E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard SN:CNU420CL6R Asset Tag:A2271455	1	1

* Thank you for your business! *

* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.





Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBUS6S
For W-9 Form, www.shi.com/W9

Invoice No. B07251775
Invoice date 10/19/2017
Customer number 1008214
Sales order S46482360

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To
CITY OF MESA
PO BOX 16795
AP CENTRAL BILLING
Mesa, AZ 85211
USA

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
USA
18001750/Jennifer Means

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/19/2017	Amelia Jakubczyk	18001750	ESD	FOB DEST	NET 30
Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32631458 Q-E-PUB Optl upd via downld Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	0.00	0.00
32745136 Q-E-PUB-VM-M ESD Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631460 Q-E-PUB-VM ESD Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M ESD Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631461 Q-E-PUB-WAS ESD Qualys	Qualys Web Application Scanning--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	463.92	2,319.60
32745132 Q-VS Optl upd via downld Qualys, Inc.	Qualys Virtual Scanner--Annual Subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	923.20	4,616.00



We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting Department to correct.

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We can accommodate changes to their preference at any time. Invoices will be sent only after the products have been delivered. Should we get an award, we would like to sit down with each National IPA customer to understand their requirements, typical acceptance procedures, and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications, proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

SHI's order entry system, procurement system, and invoicing system are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

SHI Response:

Per addendum #2, this information is not required. At this time, SHI prefers not to guarantee sales as we have no history or data with which to accurately determine these numbers. We are open to working with National IPA on forecasts in the future.

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

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail your strategies under these options when responding to a solicitation.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the National IPA pricing and reported to National IPA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to National IPA in this proposal. For this reason we believe that responding with this pricing will be the most widely used strategy (as described in i.). If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to National IPA (as described in ii.). It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement (as described in iv.).

2. Provide a description of the product lines that can be provided by your firm.

SHI Response:

Currently, SHI collaborates with thousands of Hardware and Software partners and will provide National IPA access to the most extensive IT catalog in the industry. In addition, SHI continually adds vendors and products to our databases to allow our customers the most updated, comprehensive choices possible. We are confident that our flexibility, extensive product offering, and our willingness to evolve along with Public Agencies' changing needs, are unique strengths that SHI happily leverages for National IPA members. We will also reach out to new vendors upon request, or when we identify new technologies that we believe members will want to purchase.

Over the past decade IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to shift,

and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white boarding, proof of concepts and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.

To help with the selection of product, equipment, and services (whether it be a Laptop, Desktop, All-in-One, Tablet, or other device) the SHI Team provides National IPA members with a customized procurement website, allowing authorized end-users to select from standard configurations and peripherals, as well as to provide necessary information to ensure a successful installation. The procurement website provides all service catalogs, approved hardware configurations, and inventory databases, allowing National IPA members to procure the best products for their needs.

National IPA members will benefit from SHI's laser focus on being the best at delivering the products and services it needs, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Because we provide a neutral vendor approach – not valuing one vendor more than any other – and because we use our experience and breadth of knowledge to assist in finding the right technology to meet the specific requirements of your environment, we are confident we are the best choice as your IT Solutions Partner.

SHI included an overview of some of our top partners in our response to section 3.2 Distribution, Logistics we have also included an additional list in the Attachment section of this response. SHI is happy to provide additional information regarding partners or answer questions about procuring a specific product if needed.

3. Provide a description of the services that can be provided by your firm.

SHI Response:

In addition to an extensive product catalog, SHI offers a full range of services. Outlined below are some of the services SHI will work collaboratively on with National IPA members:

Software Procurement

- COTS
- Software Volume License procurement/management
- Contract negotiation and optimization assistance

End User Computing

- Mobility
- Laptops
- Tablets
- Desktops
- Systems Management

- Phones
- Unified Communications

Datacenter

- Servers
- Storage
- Networking Equipment
- Converged Infrastructure
- Cloud
- Colocation

Security

- Assessments
- HIPPA Security
- Vulnerability
- Security Posture Review (SPR)
- Penetration Testing
- Social Engineering
- Policy Creation
- Data Protection Solutions and Services
- Firewall/UTM/NGFW Implementation
- DLP/Encryption Implementation
- Video Surveillance

Lifecycle Services

- Acquisition
- Deployment
- Installation
- Data Migration
- OS Upgrades
- Support
- Recovery
- Integration Services
- Rack and Stack
- Advanced Configurations
- Mobile Device Configurations
- Asset Tagging
- Image Deployment
- Laser Etching
- Activations
- Kitting
- Integrated Add-on Components
- Custom Label and Packing
- Inventory Management

Connectivity Services

- Voice
- POTS
- Mobility
- UC Hosted PBX
- SIP/PRI
- Network and Data
- Ethernet/Fiber
- Wireless
- SDN
- PTP
- MPLS
- Cable/DSL
- Specialized
- Telecom Expense Management
- Service Provider Assessment

Microsoft Services

- O365
- Active Directory
- SCCM
- Skype
- Exchange
- SharePoint
- Windows

Other Services

- Project Management
- Auxiliary Services
- Partner Delivered

In addition to these myriad products and services, SHI can assist with technical evaluation of products as well. Evaluation may include full proof of concepts or simply obtaining evaluation units. In this way, we will enable National IPA members to make the best choices and scope each project appropriately. Beyond just offering competitive pricing for products covered under this contract, SHI will strive to help National IPA members to avoid costs associated with selecting the wrong technology, or with project delays due to incorrect scope. In addition, we will review buying programs and conduct price modeling to ensure that the technology you choose is being procured in the best way possible and at the most aggressive price.

4. *Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.*

SHI Response:

SHI's Diversity Business Development initiative seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As both a minority owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its own internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs.

SHI International Corp is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). SHI is certified by the New York & New Jersey Minority Supplier Development Council of the NMSDC and recognized by the 24 other regional affiliates of the NMSDC including the Canadian Aboriginal and Minority Supplier Council (CAMSC). SHI is also a woman owned business and certified with the Women's Business Enterprise National Council (WBENC) and certified as a MWBE with California Public Utilities Commission (CPUC).

SHI International Corp holds current State Government Certifications in the following states, cities, or counties: Delaware, Indiana, Massachusetts, Missouri, New Jersey, Wisconsin, Virginia, North Carolina, Prince George's County, Maryland, New York City, NY.

In 2004, SHI launched an executive initiative to increase SHI International Corp presence in the minority business community and established a diversity business development program. An executive-level position was created to better meet the expectations of our customers for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully-staffed team dedicated to supplier diversity matters for our clients and vendor partners. Our team manages and distributes just over 175+ diversity spend reports to our clients today (see below). SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network which our internal operational requirements alongside accommodating our clients to meet their specific governmental,

educational and corporate diversity goals. In addition, we sponsor and support annually, on average, over 50 supplier diversity related events which include corporate client-sponsored events that value diversity spend opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

Diversity Spend Client Reporting

SHI tracks and reports 1st and 2nd tier spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses and makes these reports available to all customers that track such spend. As a 6.8 billion dollar company, SHI reports these results to over 150+ of our customers on a quarterly basis.

2016 Percentage of Diverse Spend

Total Spend	SHI Addressable Spend	SHI Total Diverse Spend	% of Diversity spend
\$6,449,294,928	\$193,478,848	\$104,302,045	53.9%

MBE Partner Network & Initiative

SHI has an active program to recruit minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses as “Go To” partners for both SHI internal services and Client Services requests. The success of this program is coupled with an executed Partner Teaming Agreement with several minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses, and we actively mentor several seeking to promote them not only internally, but also to other SHI customers. To date, these businesses have gained entrance to several of SHI customers as a direct result of SHI’s referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose to recruit additional “Go To” minority-owned businesses.

Tier II Program

The growth, development, and mentorship of minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses is a commitment SHI regards as crucial to our major clients’ continued success. Capturing and retaining the loyalty of our clients who value diversity spend is an integral part of our professional services strategy and one which has mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database using qualified certified minority, women, veteran and disabled/small disadvantaged/HUB Zone owned businesses where it complements our major clients overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to a vast number of our major business segment clients. Not only do we provide Tier I quarterly reports to 150+ clients, by customer request, we also provide Tier 2 reporting where the totals reflect a direct link to our customer procuring professional services through subcontract arrangement that is directly tied to the performed service for the client.

SHI understands there is value along with a continued commitment on your organization’s part to help increase your Tier 2 spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses. In support of this commitment, SHI International is in partnership with these diversity businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

SHI International Corp continues to remain committed to growing its program and providing mentoring and support to fellow minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses.

5. Describe how your firm proposes to distribute the products/services nationwide.

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer, and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.

SHI Response:

SHI is not using any subcontractors as part of this contract; however if SHI needs assistance with distribution/delivery processes, SHI has an Elite Partner Network that we call upon for service delivery on occasion. We consider this partner network our "burst" partners for those times when we do not have the SHI FTE to deliver on a project.

SHI has each potential partner fill out an extensive qualification checklist. This list is used to vet the types of services offered, certifications held, overall experience, and where they are able to do business. One of our top priorities is confirming that our partners' resources are certified for the work we are subcontracting them to perform. Please note that our practice managers/SAs/Program Managers will be asking for proof of certification as needed.

We will inform National IPA in advance of any subcontractor that we intend to use.

7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:

- a. How many orders are processed daily on an average*
- b. How many devices does your facility configure daily on an average*
- c. What is the highest number of orders processed in a single day*
- d. What is the highest number of devices configured in a single day from the facilities described*

SHI Response:

As described above, SHI utilizes a network of distributors and partners. SHI's internal procurement team processes an average of 6000 orders per day.

SHI Integration Center, Piscataway, NJ

- 400 orders for configuration, per day.
- 1800 units per day
- 3000+ is the highest number of orders processed in a single day
- Depending on the configuration and device types considered, we have processed orders for over 3000 in a day, and configured over 40,000 units in a month.

On average, our top three distributors process 21,000 orders per day with a max of 36,000 in a day at peak time

8. State any return and restocking policy, and any fees, if applicable associated with returns.

SHI Response:

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy and we have noted this on the quote. In order to request a return, a customer first contacts the City of Mesa's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the City of Mesa/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the City of Mesa customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit City of Mesa's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the City of Mesa customer, who signs and returns the form. To help

simplify and expedite the process, SHI takes care of the rest – processing the Letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

SHI Response:

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Upon award, we will work with the National IPA members to understand preferences and set up the account accordingly. We can accommodate changes to preferences at any time. An invoice will be sent only after the products have been delivered and accepted by the member. Should we get an award, we would like to sit down with the National IPA and each member to review any additional requirements and provide our recommendations based on best practices with other customers.

10. Describe your delivery commitment:

- a. What is your fill rate guarantee?*
- b. What are your delivery days?*
- c. Do you offer next day delivery?*
- d. How do you facilitate emergency orders?*
- e. Are shipping charges exempt for ALL who use this contract?*
- f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.*

SHI Response:

SHI relies on our extensive distribution network for the large majority of our shipments. On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

Most products are delivered within 2-5 days of being ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end-user of the exact delivery timeframe expected. Should this change, we will notify the customer immediately upon learning of any changes. We will communicate with the customer however they prefer but typically, communications of this type are done via email. Updates will be provided at least every 24 hours, or on an agreed upon time frame, until the product is delivered.

When there is a delay, SHI will provide any alternatives available. Alternatives may include a different distribution source, comparable products, cancelling the order, or potentially discounting to account for the delay.

Shipments are made Monday through Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before the cut off time

(dependent on time zone). SHI will handle shipping in the same way for any and all National IPA member, regardless of size and location. Standard shipping will be covered but special delivery requirements or expedited shipping may be subject to an additional charge.

If there is ever an issue with delivery, such as the wrong or defective products, the customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the “Request Return Authorization Number” section of the custom IPA website.

Describe the types of customer service available to agencies that use this contract:

- a. Is online support available?*
- b. Is phone support available?*
- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?*
- d. How are problems resolved?*
- e. What are the location and hours of your call centers?*
- f. What response time is guaranteed when a customer service request is made?*
- g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?*
- h. Describe in detail your company’s ability to hold/warehouse customers’ orders and if there are any cost associated.*

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer’s needs. Customers are supported by a dedicated Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and geographically. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is on ace-to-face connections with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

The field based Account Executives are responsible for meeting with their customers in person as often as possible and for the overall relationship between the customer and SHI. In addition, they can bring in resources as needed, be it SHI’s own Field Solution Engineers or other subject matter experts or OEM specific resources.

SHI’s Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group totals over 150 professionals and is located in our global headquarters in Somerset, NJ. This team is also aligned to

match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there.

SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. The IAMs all have experience working exclusively with Public Sector accounts and they are regionally assigned support for the customers.

The sales teams can be reached on line via the National IPA custom website or via email/phone.

Upon award, each National IPA member will be provided with information about the account team that is dedicated to support them. Following a support plan for City of Mesa. A similar plan will be put together to IPA members.



City of Mesa Support Information

City of Mesa Account Executive – Amelia Jakubczyk is the Field Sales Executive responsible for the overall relationship with the City of Mesa. Amelia will be the main point of contact for regular onsite visits, Quarterly Business Reviews, RFP's & Contracts. Amelia's contact information is below:

Amelia_Jakubczyk@shi.com

Office: (303) 723-5256; Mobile: (303) 882-8012

Inside Sales Team – The Inside Sales Team is responsible for all daily quotes, orders & customer service requests. Their main goal is to provide customers with World Class Support. The City of Mesa is supported by the following team:

- Rob DiGiovanni – Inside Account Manager
- EJ Williams – Inside Account Manager
- Jason Mitchell – Inside Account Manager
- Corrin Bennett – Inside Sales Team Manager

Email: Team.Arizona@shi.com

Toll Free Number: (888) 711-2613

Service Level Agreements (SLA's)

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
 - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

Tracking and Reliability

SHI is committed to providing World Class Support through reliable tracking and delivery of purchased technology.

- Customers can track their orders on www.publicsector.shidirect.com when supplying two pieces of information unique to their orders, such as their internal PO number and their email address
 - Once online, go to → My Account → Orders and Quotes → Order Status
 - Register your email and choose a password and gain access to your purchased orders
- Customers can also email their Inside Sales Team at Team.Arizona@shi.com or call (888) 711-2613 for updates
- SHI supports customers across the country with business hours from 8am-8pm EST. with easy access to managers for additional escalation and support

Submitting Requests & Path of Escalation

- New Requests:
 - Email Team.Arizona@shi.com or call (888) 711-2613
- Follow up on pending items within 24 hours of initial request:
 - Email Team.Arizona@shi.com AND Corrin_Bennett@shi.com Team Mgr.
- Customer satisfaction issues:
 - Email Corrin_Bennett@shi.com AND Alison_Turner@shi.com

SHI Management Team

- Corrin_Bennett@shi.com – Inside Sales Manager – West Region (732) 652-0335
- Alison_Turner@shi.com – Director of Public Sector West Region (425) 974-5997
- Robert_Petrucci@shi.com – Sr. Inside Sales Manager – Public Sector (732) 868-6072
- Yara_Ismail@shi.com – Director of Inside Sales – Public Sector (732) 537-7240

SHI realizes the need for timely information in order to keep projects moving forward. The first step will be clearly defining SLAs that meet the needs of National IPA members. As requested, SHI has outlined the following SLAs. If awarded, the SLAs will be reviewed and mutually agreeable standards established.



- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
 - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

SHI provides support to our customers between the hours of 8:00AM – 7:00PM in every time zone. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. In addition, your custom web catalog is available 24 hours per day, 7 days per week.

Problems are typically escalated to management for immediate review and action. Customers are provided with a Path of Escalation, to ensure they can engage with management on any pending items or issues which may arise. If customers are unable to locate their Path of Escalation, they can click on the link at the bottom of all IAM email correspondences, which reads "***How was my service? Contact – Senior_Management@shi.com***". This will also escalate all issues directly to Senior Management for immediate action.

Once an issue has been escalated, management will set up a call to help get all affected parties on the same page, and follow up with regular updates until resolution.

We are including a sample escalation path for City of Mesa. Each IPA member would receive an escalation path that includes their specific team information.

Escalation Point	Responsibilities	Response Time
Inside Account Managers Rob DiGiovanni, EJ Williams, Jason Mitchell	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executive Amelia Jakubczyk	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager Corrin Bennett	Responsible for the management of the daily activities of the Inside Account Managers.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director Inside Sales Manager Yara Ismail	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI.	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales Alison Turner	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution.
Senior Director of Public Sector Sales Denise Verdicchio	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution.

SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the City of Mesa and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

As part of our customer care, we encourage and actively solicit customer feedback. Our Director of Quality, Bernadette Hunsicker, collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

We have a World Class Support Incentive Program for IAMs who receive positive feedback from customers and partners. IAMs who receive three compliments will receive \$150 to their net pay with unlimited payout potential. Compliments can be sent through the Senior_Management@shi.com email or in any form directed at complimenting the IAMs service and support.

SHI can hold inventory of products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer before a purchase is made.

11. Describe how your company will assist customers in navigating OEM warranty process.

SHI Response:

SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information, process information, or assist in escalating with the OEM when necessary.

SHI can offer 3rd party, non-manufacturer warranties that will allow our customers to extend the life of mission critical devices with world-class service and support.

12. Describe how your firm will notify customers of new products.

SHI Response:

In addition to aggressive pricing, will provide National IPA members with product and technology expertise to help ensure that you stay up to date on the latest technology changes, product roadmaps, product transitions, and current manufacturer programs. As a successfully functioning partnership is based on communication, SHI proposes scheduling regular review meetings with each customer. The purpose of these meetings will be to discuss all aspects of the partnership including but not limited to the following:

- Product Roadmaps
- Forecasting of Product Requirements
- Future Product and Services
- Industry trends and updates

SHI Account Executives are supported by our Hardware and Advanced Solutions and Software Licensing teams which consists of vendor-dedicated subject matter experts. This team not only ensures that we are delivering the most up to date product and technology information in a timely manner but also that we are providing access to the best pricing, programs, and levels available to National IPA members.

For example, a current trend in education is creating learning spaces that support creativity, collaboration, innovation, and critical thinking. Based on this trend, we provide ongoing facilitation to our sales teams around the latest technology specific to education. Our Account Executives then bring this information to their clients and help engage them in a conversation about how they can make use of this technology in their environment. We bring internal or partner-based resources to their doorstep to talk over product roadmaps and transitions and how these may impact future plans.

We publish content frequently. Our widely read blog (blog.shi.com) features articles about Public Sector focused technology, software publisher licensing programs, and more. Links to some recent blogs are included below:

<https://blog.shi.com/solutions/3-educational-technology-resources-help-new-teacher/>

<https://blog.shi.com/software/what-education-customers-must-know-about-adobes-licensing-changes/>

<https://blog.shi.com/software/microsoft-extends-office-365-proplus-education-benefits/>

<https://blog.shi.com/hardware/classroom-upgrades-high-tech-teachers/>

We have worked in conjunction with the Center for Digital Government and the Center for Digital Education to publish relevant articles such as a Guide to Choosing Digital Content and Curriculum, as well as sponsoring other quality content like the Top 10 Higher Ed IT issues of 2017.

<http://www.centerdigitaled.com/paper/Guide-to-Choosing-Digital-Content-and-Curriculum-41458.html>

<http://www.centerdigitaled.com/higher-ed/Top-10-Higher-Ed-IT-Issues-of-2017.html>

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, product end-of-life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the IPA/City of Mesa. SHI will notify IPA of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.

The screenshot shows the SHI website interface. At the top, there's a blue header with the SHI logo on the left, a search bar in the center, and navigation links on the right including '(0) \$0.00', 'Commercial', 'Contact Us', and 'meghan.flisakowski'. Below the header is a blue bar with 'Missouri Govt'. A left sidebar contains a menu with 'About SHI' highlighted, and other links like 'About SHI', 'Awards and Accolades', 'Contact Us', 'Green IT', 'Locations', 'News and Announcements', 'Leadership', 'Events', and 'Careers'. The main content area is titled 'News and Announcements' and includes sections for 'Contract Information' (with a 'TIPS/TAPS' logo) and 'News' (with two recent announcements about a checkout system and a procurement program).

In addition, SHI currently provides seminars and workshops to our public sector customers across the country. We will be pleased to do the same for National IPA and their members. In all cases, we will work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with the State as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop, held in 13 cities across the country, in which we discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). National is welcome to attend these at no additional charge.

Custom Events - SHI will help IPA and City of Mesa coordinate any event that they believe will be beneficial to the participating entities.

13. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).

SHI Response:

We understand that a standard reaching end of life requires careful planning to avoid disruption. Our customers receive end of life information early via regular and transparent communication. Once a standard is identified as reaching end of life, we will meet with the customer to discuss options. These may include extending warranty through a third party and continuing to use the product, conducting a buy out and using those funds towards procuring new product, or transitioning/migrating to a new solution. We will engage the customer in a strategic planning session to offer all options and help determine the best course of action.

At times, having a product reach end of life presents a unique opportunity to save money. Your Account Team will monitor the lifecycles of your standard hardware. When a product is coming to End of Life, SHI can often purchase the products at substantially lower pricing. Your Account Team will bring these opportunities to the attention of the National IPA customer in order to determine the timing of the specials versus the timing in which the customer is looking to purchase the products. SHI can hold inventory for these products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer to help them make the determination whether an end of life buy-in is an appropriate cost saving measure.

14. *Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?*

SHI Response:

Technical support is not handled in the same manner as customer service. Typically, technical support is handled directly by the OEM/Publisher. In these cases, SHI can assist in getting the customer connected to the right person at the OEM/Publisher.

SHI does offer technical support/helpdesk services for an additional fee.

Customers don't always have, on staff, the expertise needed for the spike in the number of calls to their Help Desk when deploying new technologies or upgrading versions of existing technologies. For many, having the option to funnel that increase in calls to a turn-key solution provided by a third party is much more attractive than increasing internal head-count.

In addition, outsourcing this service can increase overall productivity. Having a resource that can not only answer problems but can also provide end users with user-based tips and tricks can decrease employee downtime.

SHI Technical Support provides your customers Tier 1 Help Desk support for inquiries related to technology deployment, everyday usage and upgrades covering multiple manufacturers. In addition to everyday applications such as Office or Acrobat, this support can be expanded to cover a customer's custom applications. If needed, SHI Technical Support has the ability to provide higher technical and engineer level support for those same technologies.

SHI offers:

- Phone support with a live technician or engineer
- Options for 8x5 or 24x7 support coverage
- Knowledge support for all software publishers as defined in the supported products list
- Optional components that include training modules, knowledge-based websites, engineering time and health checks.

Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)

SHI Response:

Customer Innovation Center

The SHI Customer Innovation Center is an 8,000 square-foot secure data center that lets your team evaluate and compare how hardware, software and cloud technologies from various OEMs and providers will perform in your environment.

Compare state-of-the-art equipment from SHI's partners - or ship us your own - to design architecture and test proof-of-concepts while collaborating with your own staff or IT industry experts.

SHI has worked with some of our top partners to help make our vision of an independent, multi-vendor environment with technologies from leading manufacturers a reality. Manufacturers' products that are

part of the SHI CIC today include: HP, Dell, EMC, Cisco, NetApp, Veritas, APC, Tripp Lite, Eaton, Pure, Tintri, Nutanix, Lenovo, VMware, Microsoft, Brocade, qLogic, Emulex.

Customers can participate in:

- Demonstrations – evaluate product features and functions in a real working environment
- Bake-offs – compare products under workloads
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter
- Hands-on training – get a deep dive walkthrough from our solution architects.

The CIC is staffed with trained team members who are knowledgeable on the products and the solutions. As technology advances and changes, the SHI CIC will follow ensuring that we have the products and demonstrations that our customers want to see.

When IPA/City of Mesa is ready to evaluate solutions and products, whether it is Virtualization, Cloud Integration, or the latest EUC products, your dedicated account team will work with you to schedule time and develop a plan with the CIC so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.

In addition, we coordinate Executive Briefing opportunities for customers as desired. In these cases, we partner with the manufacturers of interest and hold the briefing at their location. For instance, we have hosted customers at the Lenovo's Briefing Center in Raleigh, North Carolina, Microsoft's Briefing Center in Seattle, Washington, and Dell's Briefing Center in Austin, Texas.

Cloud Solutions

Organizations are moving the cloud faster than ever. Identifying workloads, improving cloud service levels and optimizing cloud performance are all challenges, and SHI has created a variety of services to assist with this transition.

DESIGN AND ARCHITECT CLOUD SOLUTIONS	
PROOF OF CONCEPTS Test, Demo and Evaluate Cloud Platforms or Apps in Alignment with your Business Objectives • Microsoft Azure Proof of Concepts • AWS Proof of Concepts • Office 365 Proof of Concepts • Google Demo and Testing Environment	CLOUD READINESS ASSESSMENTS Identify & Allocate Cloud Workloads, Aligned to your Business Objectives • Cloud Readiness Assessments • Vendor Specific Planning Assessments

CLOUD COST & PERFORMANCE OPTIMIZATION	
CLOUD OPTIMIZATION SERVICES Insight Into Cost and Usage Trends for Optimal Cost Savings • Cost Management Services for AWS • Cost Analysis for AWS	INFRASTRUCTURE MANAGEMENT SERVICES Architectural and Real-Time Operational Support • Cloud Migration Services • AWS Infrastructure Management • Identity & Security Management • AWS Managed Services
WORKSHOPS Accelerate End User Adoption and IT Staff Efficiency • Azure and Office 365 Discovery Workshops • Customer Immersion Experience for End Users	HEALTH CHECKS Ensure Your Cloud Platform Delivers Value • Performance Rightsizing Analysis • Technical Business Reviews
CLOUD LICENSING SUPPORT Understand BYOL to Maintain Compliance and Reduce Risk • AWS Asset Tracking & Auditing • 3rd Party License Guidance	HELPDESK & TRAINING Training & Support for End Users and IT Staff • Azure - Technical Readiness Training • Azure - Instructor Led Training • AWS - Tier 1 and 2 Technical Support and Guidance

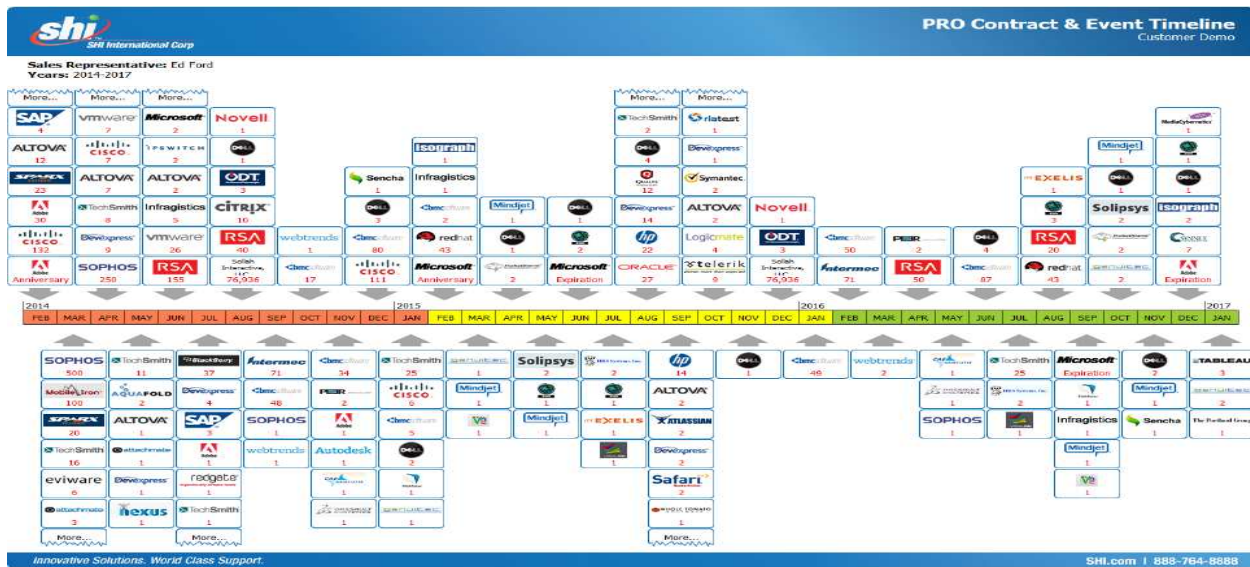
Software Maintenance Administration/Renewal Management Services

SHI has built a tool in response to our customers' needs around expiring warranties, support agreements, and product maintenance programs. The Renewal Organizer, available as a value add to SHI customers only, and at no additional cost, compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Each renewal box will contain information relevant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO.

Through this tool we are able to offer National IPA/City of Mesa proactive management of maintenance, warranty, and support plans will save both time and money. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the Commonwealth's renewal organizer. Quotes will automatically be sent to the Commonwealth 90 days before the expiration of the service. IPA's and City of Mesa's account team will then actively work with the end user to go over options. Regular follow up will continue until the PO is placed or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

Following is an example of what a customer can expect to see using the PRO Timeline:



In order to be able to provide this level of detail for our customers, SHI collects the maintenance expiration date in our order entry system each time a customer purchases product maintenance. Through our Renewal Organizer, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances SHI's Renewal Organizer service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. If City of Mesa takes advantage of our PRO timeline it will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with selecting a less-than-ideal buying program or pattern (e.g., contractual vs. transactional buying programs, individual purchases vs. leveraging cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the manufacturers to co-term maintenance or warranty contracts, when permitted by the manufacturers' programs

15. Describe options for leasing and financing and the various payment methods accepted.

SHI Response:

SHI offers flexible leasing plans for hardware and finance plans for software to ease upfront costs and increase IT flexibility. More and more customers are moving away from owning IT and moving into the business of IT. SHI financing can help them seamlessly make this shift. SHI has an internal leasing and financing group which allows us to be extremely flexible in terms of payment options and paperwork.

We can accommodate almost any payment method/schedule and will work with the customer to construct a plan that best suits their needs.

TAB 3 - PRICING FORMS.

The cost portion of the Response should include the following criteria:

- 1. Provide price proposal as requested on the Pricing Document (Attachment A – “National” TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.*
- 2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers’ offers, free goods program, total annual spend, etc.*

SHI Response:

SHI has included the necessary pricing forms as a separate document to our response.

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other vendors may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In addition, SHI welcomes the opportunity to discuss our price offering for National IPA in more detail, and we are willing to offer alternate pricing models at your request.

TAB 4 - QUALIFICATIONS. (ABILITIES, EXPERIENCE AND EXPERTISE).

The following information should be included:

1. *Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

2. *Provide the total number and location of sales persons employed by your firm.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response as it relates to our capabilities to support a National Contract. The City of Mesa has a dedicated account team that includes the following team members:

Account Executive - Amelia Jakubczyk: Amelia develops relationships with representatives throughout City of Mesa in support of all the City's IT needs. Amelia will conduct face-to-face meetings to understand the City's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the City's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area for over 5 years.

Regional Director, Public Sector West – Alison Turner: Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.

Inside Account Managers (IAMs) — Rob DiGiovanni, EJ Williams, and Jason Miller: SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. There are three Inside Account Managers mentioned above who support City of Mesa; they all have experience working exclusively with Public Sector accounts, and specific experience with Maricopa County.

These three Inside Account Managers report to **Corrin Bennett, Inside Sales Manager**. Corrin has been with SHI for eight years, and has been both an Inside Account Manager and a Sales Operations Manager. Customer service is very important to Corrin, and she is always happy to assist the team as needed.

3. Provide the number and location of support centers (if applicable).

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

4. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

5. Please submit your FEIN and Dunn & Bradstreet report.

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a \$1 million “software-only” regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of \$7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of \$8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent \$6.6m with SHI, mostly in software and some miscellaneous products.

We value the relationship with the City of Mesa and look forward to serving the City's needs for years to come.

7. *Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.*

SHI Response:

SHI has provided references on Attachment C, which can be found later in this response.

8. *Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.*

SHI Response:

Immediately following are the resumes for the SHI team that is dedicated support for the City of Mesa. If necessary, SHI can provide specific account team information for IPA customers.

SHI is providing the following three references for Amelia. Should additional information be needed or references for other team members be required, SHI will be happy to assist where possible.

Arizona Department of Administration – State of AZ

Deputy State Procurement Administrator

Terri Johnson

602-542-9122

Terri.johnson@azdoa.gov

Amelia worked closely with Terri Johnson as the former Contract Administrator for the WSCA SVAR Contract. Amelia had regular cadence calls/onsite visits with Terri to conduct quarterly reviews, provide industry knowledge and assist with any customer related inquiries/challenges. From Terri, "Amelia – was the original point of contact regarding the SVAR contract for AZ starting in 2011. Through her initiative and the focus of SHI corporate, Amelia was able to assist the state through a seamless transition from one contract set to another. Amelia personally took the time to establish points of contact and customer relationships within the State agencies. SHI corporate was instrumental in hiring additional staff as needed to ensure full coverage for the state and its cooperative members."

Arizona Department of Transportation

Steve West, CIO

C: 602-690-4209

swest@azdot.gov

Amelia has worked with Steve West throughout his tenure within Arizona Government, most recently with the Arizona Department of Transportation. Projects include a large HP hardware refresh,

discovering and managing large license agreements and acting as a trusted advisor in the reseller community.

State of Nevada, Nevada State Purchasing

Marti Marsh, Purchasing Officer

775-684-0180

mmarsh@admin.nv.gov

Amelia has worked closely with Marti Marsh of the Nevada State Purchasing Office since 2011. During this time Amelia served as the main point of contact on multiple statewide contracts Marti is responsible for: Former WSCA SVAR, NASPO SVAR, NASPO HP, Lenovo, EMC, NetApp, Cisco, etc.

Immediately following are resumes for the City of Mesa Team. Should additional information be needed, SHI will work to provide where appropriate.

Denise Verdicchio



DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Senior Director, Public Sector

Somerset, NJ

Lead \$1.3B business unit, including team of 6 Regional Directors and 100 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution across North America.

- Collaborate with leadership team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Provide personalized management and information sharing, resulting in creative and innovative environment for SHI team and City of Mesa.
- Develop and implement short- and long-term sales and business plans, as needed.
- Excel to develop, motivate, and team build, ensuring SHI and City of Mesa teams work exceptionally.

CREDENTIALS & BACKGROUND

SHI

Director, East Region SLED

2013 - 2015

- Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory.
- Managed daily operations in SHI's largest region, representing over \$200M in annual revenue.
- Collaborated with customers to procure and implement software and hardware, system configuration, data-center optimization, cloud computing, IT asset management, and other computer solutions.
- Traveled extensively to client sites to provide in-person client support and drive new business opportunities, teaming with IT vendors and strategic partners.

Account Executive

2010 to 2017

NJ State and Local Government

- Developed new business, serviced customer needs, and oversaw daily account management for public sector clients in NJ State and Local Government.
- Collaborated daily with customers to provide information, resolve issues, communicate SHI offerings, and secure quotes through customized procurement systems.
- Negotiated deals, supported customer contracts, and delivered sales presentations to deliver comprehensive IT solutions.

Account Executive

1998 to 2010

North Carolina Commercial Accounts

- Orchestrated customized, total IT solutions for Duke Energy, SAS Institute, Wake Forest University, and other commercial accounts in region.

EDUCATION & CERTIFICATIONS

Bachelor of Arts Degree

Double Major: Psychology and Sociology
Honors Graduate

Rutgers College

Certified Microsoft Sales Professional

VMWare Sales Specialist

McAfee Certified Sales Professional



Alison Turner



DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Director, West Region

Kirkland, WA

IPA/City of Mesa Primary Contact

Manage team of field-based Account Executives for City of Mesa

- Collaborate with team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Help to procure software and hardware.
- Manage IT asset and cloud computing as needed.
- Coordinate resources within SHI and City of Mesa to grow and maintain mutually beneficial customer relationships.

CREDENTIALS & BACKGROUND

Microsoft

Senior Licensing Sales Specialist

Seattle, WA

2001 - 2013

- Initiated complex software licensing solutions for key Academic customers in the Western U.S.
- Increased account penetration and exceeded sales commitments in excess of \$90 million annually.
- Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts.
- Maintained relationships with partners and customers to ensure successful implementation of strategies.

Dell

Senior Regional Sales Manager

Seattle, WA

2007 to 2011

- Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts, including state, local, and education customers.
- Recruited, coached, evaluated, and managed staff of up to 15 field account executive.
- Coordinated software proposals.
- Aligned efforts with other Dell departments to secure trust and engagement with state government and education IT initiatives.

ASAP Software

Director, State & Local Government and Education

Seattle, WA

2001 to 2007

- Helped state and local government and education customers develop RFPs and acted as Project Manager for major software proposals. Generated over \$100 million annual revenue for State & Local and Education sector.

EDUCATION & CERTIFICATIONS

Master's in Business Administration

Marketing Concentration/Ranked top 10%

Washington University

1993

Bachelor of Arts/Marketing Major

Kansas State University

1991

Microsoft Certified Personnel

2011

SHI Chairman Club

2015

Microsoft Circle of Excellence

2013

Dell Rewards & Recognition Program Silver Award Recipient

2011





DESCRIPTION OF WORK &
PROFESSIONAL EXPERIENCE

Public Sector Account Executive

Denver, CO

IPA/City of Mesa Primary Contact

Develop partnership with City of Mesa to service needs and oversee daily account management for the City. Engage daily with customers to provide information, resolve issues, communicate SHI offerings, and enable access to secure quotes through customized procurement systems.

- Maintain the NASPO SVAR Contract in Nevada for State & Local Government.
- Successfully manage multiple NASPO and local contracts both in Arizona and Nevada.
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within an organization.
- Act as an advisor for customers to determine the best value for their needs.

CREDENTIALS &
BACKGROUND

SHI International Corp.

Services Executive, West Region

2009 - 2010

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Supported Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

TEKsystems, Inc.

Westminster, CO

2004 to 2009

Senior Technical Recruiter

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

Corporate Trainer

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

EDUCATION & ACTIVITIES

Community College of Denver

Denver, CO

1998

Affiliations - Sponsor and member of Denver Java User Group, Boulder Java User Group

Professional Development - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified

2009/2014

McAfee Sales Professional Certified

2010





DESCRIPTION OF WORK &
PROFESSIONAL EXPERIENCE

Director of Enterprise Inside Sales/Public Sector

Somerset, NJ

Collaborate with Senior Management on strategy and focus to increase participation in department initiatives. Promote world-class support to City of Mesa and internal support teams; enhance SHI tools and applications through collaboration with internal development teams.

- Align with Outside Sales team to initiate new relationships within IT industry.
- Drive growth of profitability for SHI and City of Mesa, identifying opportunities for development of internal tools and applications.

CREDENTIALS &
BACKGROUND

SHI Public Sector

Senior Inside Sales Manager

2009 - 2017

- Managed SHI Public Sector Inside Sales Division, setting new initiatives for team while maintaining world-class support for customers.
- Maintained support and coverage for customers while managing territories.
- Acted as point of escalation for customers and public sector directors to help resolve issues and support team.
- Collaborated with internal teams to create new tools with added functionality for customers.

Inside Sales Manager

2005 to 2009

GSA Administrator

- Trained and managed 6 Public Sector Inside Sales Teams, creating healthy work environment and incentive programs.
- Created proposals and modifications to SHI's GSA schedule.
- Passed annual GSA Audits for continued contract renewal.

Inside Account Manager

2004 to 2005

Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

Ekornes, Inc.

2001 to 2004

Customer Service Representative/Lead Trainer

- Provided clients with exceptional service and support while managing group of accounts; promoted to Lead Trainer for Customer Service Representatives in 2003.

EDUCATION &
CERTIFICATIONS

Bachelor of Arts Degree
Political Science

Rutgers College

2002



Corrin Bennett



DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Inside Sales Manager

Somerset, NJ

- Provide support and guidance to City of Mesa sales team.
- Arrange and schedule necessary training for IAMs.
- Monitor and review employee performance.

CREDENTIALS & BACKGROUND

SHI SLED

Sales Operation Manager

2014 - 2017

- Assisted management with academic and local government initiatives.
- Collaborated with sales team to manage efficient processes.
- Supported implementation of new policies and procedures.

Inside Account Manager

2009 to 2014

- Represented SHI as central point of contact for customers.
- Provided outstanding customer service and support.
- Acted as liaison between Account Executives, customers, and SHI internal departments.

Inside Account Manager

2004 to 2005

Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

EDUCATION & CERTIFICATIONS

Bachelor of Arts Degree Communications

Rutgers College

2008



Ernest Williams
Robert DiGiovanni
Jason Mitchell



DESCRIPTION OF WORK &
PROFESSIONAL EXPERIENCE

Inside Account Managers

Somerset, NJ

Working with our tenured management supervisors, our team builds successful relationships with the City of Mesa team and internal support teams; we work collaboratively to provide immediate customer support for any pending issues or concerns. Manage Microsoft licensing agreements and Adobe licensing agreements, as well as contracts including WSCA, PACE, and E&I.

- Manage and maintain over 100 public sector West Coast accounts successfully, including SLED accounts in AZ, CO, OR, and NV, and other states.
- Help negotiate prices, terms of sales, and service agreements for City of Mesa.

COMBINED CREDENTIALS &
BACKGROUND

Central Moving Systems
Relocation Services

2013 - 2015

- Provide exceptional quality and standards for corporate and residential moving processes.
- Conducting warehouse packing and unpacking.

RWJ Health & Wellness Fitness Centers
Sales Intern, Summer

2012 to 2013

- Supported customer scheduling and other services, providing one-on-one attention.
- Conducted cold calls to increase gym memberships and revenue.

Professional Proficiencies

- Microsoft Office - Word, Excel, PowerPoint
- Salesforce
- AX

Academic Experience

- Excelled in courses specializing in Leadership and Management skills
- Focused studies in Marketing and Finance, exploring economic trends, sales management, accounting, computer skills development, and professional communication.
- Business Economics Minor

COMBINED EDUCATION &
CERTIFICATIONS

Bachelor of Arts Degree
Communication Studies

West Virginia University

2013

Bachelor of Science Degree
Exercise Science and Sports Studies

Rutgers University

2014

Bachelor of Arts Degrees
Economics
Political Science

Rutgers University

2017

9. Provide information regarding if your organization ever failed to complete any work awarded.

SHI Response:



We are proud to report we do not have any failed projects. With each project we strive to do our best, and although we realize perfection is rare, we work closely with our customers to review and discuss how we can improve our processes, products, and services to help ensure our continued evolution and success.

10. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

SHI Response:

SHI has not been involved in litigation, bankruptcy, or reorganization.

TAB 5 – TECHNOLOGY.

1. *Describe your website and the ease-of-use for customers to perform the following types of tasks:*
 - a. *to search for products*
 - b. *to find alternate products (if a certain product is not available)*
 - c. *to perform side-by-side price comparison of products*
 - d. *to order products*
 - e. *to track order status, to include backordered items*
 - f. *to determine when an item was received and who received it*
 - g. *to restrict/block the ordering of certain line items and to restrict/block the ordering of groups*
 - h. *to create approval paths/levels for orders, to include creating an approval path for restricted items*
 - i. *to create a “favorites” list or subscribed purchases other personalized list of frequently ordered items*
 - j. *to create a “shared” list for an agency to use*
 - k. *to obtain online customer service*
 - l. *to receive online training*
 - m. *to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)*
 - n. *to track their budget for purchases*
 - o. *to generate reports*

SHI Response:

SHI's ecommerce site was developed in house. As such, it is one of the most flexible tools in the industry. In addition, we offer approval routing that allows for one user to create and send a quote to another user for approval. Also, quotes that are requested via email, fax, or phone can be published by the Inside Account Managers to the ecommerce site for visibility and future reference.

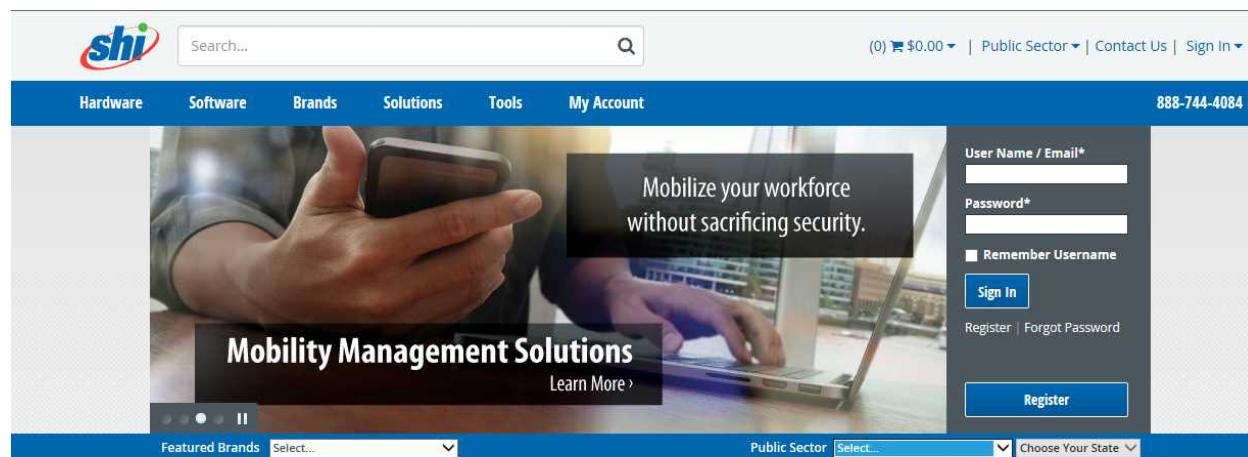
While the master catalog will be available to all participating entities, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs. Custom catalogs are built based on input from the customer's IT standards groups, via the definition of base systems and permitted options, and licensing programs.

SHI.COM Public Sector catalog (<https://www.publicsector.shidirect.com/>) is a public walk-up site and requires no password. It has been available to the public for over 16 years. SHI hosts a public page for each individual state and vertical. In addition to the public site link, SHI will provide City of Mesa a custom e-commerce site. This personalized, password-protected site is accessible only to authorized users, determined by City of Mesa. The City's web portal will display only the products and other website requirements that are part of this contract.

SHI's web-based procurement platform provides the latest in functionality and the best in user-friendly interface. SHI.COM also offers functionality designed specifically for business-to-business. Whether used as a stand-alone procurement system or integrated with your own current procurement systems,

SHI.COM provides the functionality and customized user experience needed to manage IT procurement workflow.

If awarded, SHI's web administration team will work with the key stakeholders at City of Mesa to integrate with any e-Procurement catalogs whether state-hosted or punchout (roundtrip). This process typically takes about 1 week.



Above is a sample screenshot that shows what the City's custom e-commerce site might look like. Upon receipt of contract, your site will be configured to fit all of the contract requirements. If the City wishes to view this site please go to <https://www.publicsector.shidirect.com/>, select "Sign in" on the top right hand side of the public site. A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.

Options

[Sign In](#)

[Forgot User Name](#)

[Forgot Password](#)

New User Registration

Do you have a Customer Token / Access Key ?

[Yes](#)[No](#)

Enter your Customer Token / Access Key

Customer Token

Customer Access Key

Next

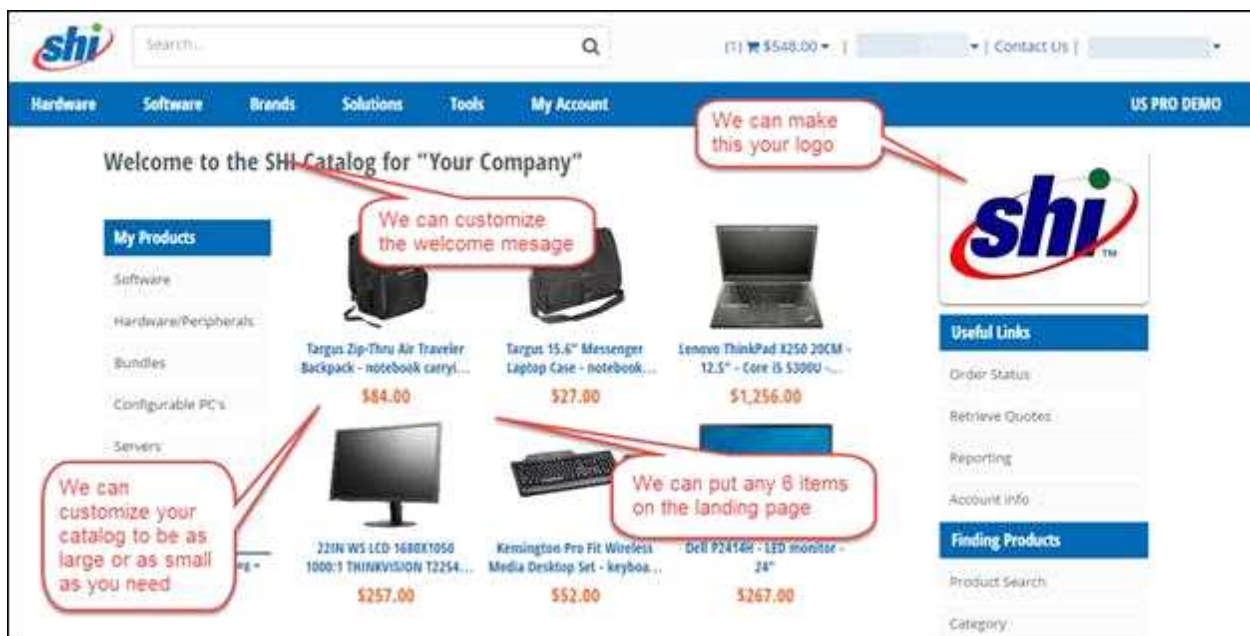
You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level

of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

Your Catalog

With thousands of manufacturers represented, your product catalog is fully customized to reflect contracted products and pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs. The catalog can be as broad or as narrow as you need to fit your needs.



After log on, the customer can search by using a variety of criteria:

- Keyword search
- Browse manufacturers
- Browse by product category and type

The screenshot shows the SHI website's search results page for the keyword 'printer'. The top navigation bar includes 'Hardware', 'Software', 'Brands', 'Solutions', 'Tools', and 'My Account'. A search bar at the top left contains the text 'printer'. A callout bubble points to the search bar with the text: 'Type keywords or part numbers into the search box. The site will provide suggestions'. Below the search bar, there are several product listings, including 'Dell Color Laser Printer C7750dn', 'Lexmark MS311dn', and 'Targus 15.6" Messenger'. A second callout bubble points to the 'Filter By Keyword' section on the left, which includes a search box and buttons for 'Search' and 'Clear'. A third callout bubble points to the 'Manufacturer' section, which lists 'ASUS (10)', 'Brother (111)', 'Canon (80)', and 'Dell (27)'. The main content area displays a list of products with columns for 'Product', 'Price', and 'MSRP'. The products listed include 'Dell Color Laser Printer C7750dn', 'Lexmark MS311dn', and 'Targus 15.6" Messenger'.

Commonwealth Standards

The screenshot shows the SHI website's 'My Products' section. The top navigation bar includes 'Hardware', 'Software', 'Brands', 'Solutions', 'Tools', and 'My Account'. A callout bubble points to the 'Tools' link in the navigation bar with the text: 'You can also access this area by clicking Tools > Favorites'. The 'My Products' section is displayed on the left, with a list of categories: 'Software', 'Hardware/Peripherals', 'Bundles', 'Configurable PCs', 'Servers', 'Tablets (Config)', and 'Config Test'. A callout bubble points to the 'My Products' section with the text: 'We can put your company standards under My Products. The folders can be customized to group products together based on your preferences'. The main content area displays a list of products with columns for 'Product', 'Price', and 'MSRP'. The products listed include 'Targus Zip-Thru Air Traveler', 'Targus 15.6" Messenger', 'Lenovo ThinkPad X250 20CM', '22in WS LCD 1000:1 THINKVISION T2254', 'Media Desktop Set - keyboard', and 'Dell P2414H - LED monitor - 24"'. The right sidebar contains a 'Useful Links' section with links for 'Order Status', 'Retrieve Quotes', 'Reporting', and 'Account info', and a 'Finding Products' section with links for 'Product Search' and 'Category'.

View Product Details



(1) \$548.00
Contact Us

[Hardware](#)
[Software](#)
[Brands](#)
[Solutions](#)
[Tools](#)
[My Account](#)
US PRO DEMO

Lenovo ThinkPad X250 20CM - 12.5" - Core i5 5300U - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade...



Category: Notebook computers

Product Pricing: **\$1,256.00**

Availability: 

Quantity to Order:

[Add to Cart](#) [Add To My Favorites](#)

[View all Notebook computers by Lenovo >>](#)

Related Products

Notebook Docks and Port Replication



PRO DOCK-BOW FOR THINKPAD

\$205.00

Warranties



Lenovo TopSeller Onsite Warranty with Accidental Damage Protection with Keep Your Drive Service with Sealed Battery W...

\$169.00



Lenovo TopSeller Onsite Warranty with Keep Your Drive Service with Sealed Battery Warranty with Priority Support - ex...

\$104.00

Customers Who Bought These Item(s) Also Bought



TopSeller Onsite Warranty - extended service agreement - 3 yrs - on-site

\$374.00



PRO DOCK-BOW FOR THINKPAD

\$205.00



Case Logic 14" Laptop Backpack - notebook carrying backpack

\$37.00



Kingston SSDNow V300 - solid state drive - 240 GB - SATA 6Gb/s

\$79.00

[Overview](#) [Specifications](#)

Product Id: 2991246

Description: Lenovo ThinkPad X250 20CM - ultrabook - Core i5 5300U / 2.3 GHz - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade - pre-installed: Windows 7 - 8 GB RAM - 500 GB HDD (16 GB SSD cache) - no optical drive - 12.5" 1366 x 768 (HD) - Intel HD Graphics 5500 - 802.11ac - WWAN upgradable - TopSeller

Clicking on the name of the product will bring you to the product details page for that item

Check real-time inventory

Scroll to see more item details and specifications

Add Products to the Shopping Cart

From here, a user who has not yet logged in can manage the items in the shopping cart, continue to shop, or finalize the purchase (if the user clicks “checkout”, SHI.COM requires the user to log into the system). If the user has logged into SHI.COM, he is presented with the additional options to save the items as a quote or to send the shopping cart to your SHI Sales Team to obtain an “official” SHI quote.

The screenshot shows the SHI.COM shopping cart page. At the top, there is a search bar and a navigation menu with links: Hardware, Software, Brands, Solutions, Tools, My Account, and US PRO DEMO. The cart header indicates "Your recent changes are highlighted." and "SubTotal: \$1,522.91". Below the header, a table lists the items in the cart:

Product	Unit Price	Quantity	Extended Price	Remove
Adobe Acrobat Standard DC 2015 - license Product ID: 30202195 Mfr Part #: 65258978AAQ3A00 Added On: 4/13/2016 1:51 PM	\$274.00	2	\$548.00	
Lenovo ThinkCentre M73 1086 - SFF Product ID: 27668225 Mfr Part #: 1086000BUS Added On: 4/13/2016 5:39 PM	\$974.91	1	\$974.91	

Below the Lenovo item, there is a list of options selected for the system:

- New Employee Image
- Upgrade to 4GB of RAM
- Lenovo ThinkVision E2333 - LED monitor - 23"

Annotations with red arrows point to the following elements:

- A red arrow points to the "Save as Quote" button in the "Shopping Cart Actions" sidebar, with the text: "You can save your cart as a quote".
- A red arrow points to the "Check Out" button at the bottom right, with the text: "Click here to begin Check Out".
- A red arrow points to the "Options" icon (a small square with a plus sign) next to the Lenovo item, with the text: "Click the arrows to view the options you selected for your configured system".

Saved Quote

The saved quote remains valid on SHI.COM for thirty days. At any time within those thirty days, the user can change/add to the items saved in the quote or send the contents of the quote (with saved pricing) back to the shopping cart to finalize the purchase.

The screenshot displays the SHI.COM interface for managing saved quotes. At the top, a navigation bar includes links for Hardware, Software, Brands, Solutions, Tools, and My Account, along with a 'US PRO DEMO' indicator. The 'Quote List' section features a search form with fields for 'Quote #' (containing '1135818') and 'Email' (containing 'amanda@example.com'). A red callout bubble points to the search buttons and text: 'To retrieve your published quote, enter the quote number and the email address, then click Search'. Below this is a dropdown menu for 'View all quotes for' set to 'Myself'. The 'Quote Details' section for quote #1135818 shows the following information:

- Quote #: 1135818
- Quote Name: test
- Created Date: 4/8/2016 5:20:00 PM
- Expiration Date: 4/30/2016
- Total: \$17.45
- Comments:
- Contact: [Redacted]
- Company: [Redacted]
- Email: [Redacted]
- Phone: [Redacted]
- Fax: [Redacted]
- Address: [Redacted]

A table lists the items in the quote:

Product Id	Product Details	Quantity	Price	Extended Price
34900112	HP 892 - CN05TAN - print cartridge - black Manufacturer: HP Inc. Mfr Part #: CN05TANR140	1	\$17.45	\$17.45

A red callout bubble points to the 'Add to Cart' button with the text: 'Click Add to Cart to move the items from the quote into your cart. You can make changes once the items are in your shopping cart.' At the bottom right, there are buttons for 'Add to Cart', 'Print View', 'Delete Quote', and 'Back'. The total for the quote is shown as \$17.45.

Configuring a System

The process of selecting and configuring a product begins when the user clicks a configurable system in Search Results or within featured products. The systems are displayed with a picture, summary of its characteristics, and price before adding options. SHI.COM presents all products in the same fashion, with consistent groupings of options by category.

Configurable PC's

Sort By: Most Recently Added

Product	Price	Part #	Availability	Quantity
  HP 800Eo All-in-One	\$1,065.00	5317		Select the item to configure
  HP ProBook		5313		Select the item to configure
  Lenovo ThinkCentre M73 10B6 - SFF	\$652.00	111		Select the item to configure

The blue wrench indicates that a product is a configurable system

Search...

Hardware Software Brands Solutions Tools My Account US PRO DEMO

Help us improve search

Filter By Keyword

Search Clear

x 10B6000BUS

Category

Search Results

Showing 1 - 2 of 2 Results per page: 10 50 Sort By: Best Match

Compare	Product Details	Price
	 Lenovo ThinkCentre M73 10B6 - SFF - 1 x Core i5 4570 / 3.2 GHz - RA... Mfr Part #: 10B6000BUS SHI Part #: 27668225	\$652.00

The blue wrench also appears on the search results page

Customize the System

Prior to adding the product to the Shopping cart, the user is brought given the option to configure the base system with options designated as acceptable by the City of Mesa. The user simply clicks on the options he wants included in the final product.

As options are selected, SHI.COM updates the general availability of each configuration based upon the availability of each component. As the user adds and removes components to the base system, SHI.COM calculates an estimated time to ship to the user. SHI.com also tells the end user what selected component is contributing the longest lead-time. This is designed to allow the end user to make informed decisions based upon their particular needs: for some users, getting a useable system quickly may be more important than obtaining a particular option or upgrade that would delay the production of the machine.

The screenshot shows the SHI.COM website interface for configuring an HP ProBook 640 G1. The top navigation bar includes links for Hardware, Software, Brands, Solutions, Tools, and My Account, along with a 'US PRO DEMO' label. The main heading is 'HP ProBook 640 G1 - 14" - Core i5 4310M'. Below this, a laptop image is shown next to a list of specifications: HP ProBook 640 G1 - 14", Core i5 4310M, Windows 7 Pro 64-bit / Windows 8.1 Pro downgrade, and 8 GB RAM - 320 GB HDD. To the right, the pricing is displayed: Base System Price: \$815.00 and Price as Configured: \$1,570.00. A 'Quantity to Order' field is set to 1, with 'Add to Cart' and 'Print' buttons. Below the main product, there are sections for 'System Options', 'Configuration', 'Warranty', and 'Options'. The 'Configuration' section includes items like 'Image for Laptops' (+ \$19.00), 'PC Configuration: Asset Tagging & Reporting' (+ \$3.00), 'PC Configuration: Custom BIOS Adjustments' (+ \$6.00), and 'Custom Configuration: HDD Encryption' (+ \$12.00). The 'Warranty' section shows 'Electronic HP Care Pack Next Business Day' (+ \$593.00). The 'Options' section includes 'HP 2012 96W Docking Station' (+ \$122.00), 'C2G Cat5e Snagless Unshielded (UTP) Network Patch Cable' (+ \$1.00), and 'Acer V246HLBD - LED monitor' (+ \$136.00). Three red callout boxes highlight key features: 'We can customize the description and specifications' points to the product title; 'Additional items can be required or optional based on your standards' points to the 'Custom Configuration' option; and 'Price as Configured will update as options are selected' points to the 'Price as Configured' value.

Checkout Process

SHI provides an easy to use Checkout Process that can be customized to your specifications:

- Users can save addresses to an address book for easy selection of the appropriate ship-to address
- Custom Data Collection—we will create fields where we can collect the information you need about the purchases your employees make—department, project code, cost center, etc.
- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase

- See the freight and estimated taxes based on the shipping address entered

Required Ordering Information (* Denotes required fields)

*Shipping Address: SHI 290 Davidson Avenue SOMERSET, NJ 08873 United States Add A New Address

*Division: ☐ Corporate ☐ Manufacturing ☐ Sales

File Upload: Choose File No file chosen Attach This File

End User Information

*End User Name:

End User Email Address:

End User Phone:

Back Continue

Your Shopping Cart

Item	Price	Quantity	Total
Lanessa ThinkCentre M73 1086 - SFF	\$974.91	1	\$974.91
Total:		1 Item	\$974.91

Excludes tax and shipping costs

FINAL STEP: Clicking "Finish" will complete the order and initiate the order process by sending this Order ID to your sales team. By placing this order you are hereby agreeing to the Terms and Conditions of Sale.

Order Details

Shipping Address: SHI 290 Davidson Avenue SOMERSET, NJ 08873 United States

Division: Corporate

End User Name: SHI

Shipping: Ground \$25.75

Estimated Sales Tax: \$106.40

Do you want to use credit card?: No

PO Number: Text

Back Finish

Your Shopping Cart

Item	Price	Quantity	Total
Adobe Acrobat Standard DC 2015	\$274.00	2	\$548.00
Lanessa ThinkCentre M73 1086 - SFF	\$974.91	1	\$974.91
Recycling fee:	\$0.00		
Shipping:	\$25.75		
Sales Tax:	\$106.40		
Total (3 items):			\$1,629.16

If additional information needs to be captured with each hardware purchase. Therefore, SHI has designed an "interview page" in which SHI can collect all of the pertinent information. The interview page will be completely customized to collect the information as required by the City of Mesa. If additional information isn't required, this step would be skipped in the order process.

Required Ordering Information (*) Denotes required fields

***Shipping Address:**

- SHI HQ
290 Davidson
SUITE 250
SOMERSET, NJ 08873
USA
- SHI
1301 S. Mopac
100
AUSTIN, TX 78745
USA

[Add A New Address](#)

PO Number:

***Division:**

- Corporate
- Manufacturing
- Sales

***Cost Center:**

End User Information:

***End User Name:**

***End User Email Address:**

***End User Phone:**

[Back](#) [Continue](#)

Your Shopping Cart

InterBase 2007 SMP Server Edition - license	
Price:	\$1,248.00
Quantity:	1
Total:	\$1,248.00
Lenovo ThinkPad T430	
Price:	\$899.75
Quantity:	1
Total:	\$899.75
Total:	2 Items: \$2,147.75
Excludes tax and shipping costs	

Callouts:

- Users can save addresses to their profiles.
- Questions can be answered using order flow: request, request, and then hold.

[Products](#) [Careers](#) [Terms and Conditions](#) [Privacy](#) [ISO 9001](#) [Feedback](#)

[f](#) [t](#) [in](#) [r](#)

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When the user has completed the interview page, SHI will then request the ship to address and any additional Email addresses for employees who should receive notices regarding this order (i.e. order acknowledgment, ship notification, etc.)

Approval Routing

Only authorized users will be able to submit orders on SHI.com. However, if the City of Mesa would like to allow agencies to request products, but not to place orders, SHI has support for approval routing through SHI.com. Using our approval routing, end user can select the products they wish to purchase and submit their selection as a requisition. With support for as many levels of approval routing as required, SHI.com will forward the requisition to the appropriate people to obtain approval.

Once the order is approved, the requestor (and anyone else listed to receive notices) will receive an Email stating that the requisition has been approved and will be processed at SHI. At this time, the order will upload into SHI's internal order processing system.

Order Status

Obtain order status information and tracking details for the orders that you process with SHI. SHI.com provides a wide range of search options to quickly and easily locate the order in which you are interested.

Search for:

- Open and Recently Shipped Orders
- Open and Recently Shipped Orders
- Orders Placed in last 6 months
- Order Number
- Date Range
- PO Number
- Serial Number
- Invoice Number

Placed By:

[Quick Order Search](#)

Order Number	Ship To Name	Total	Status	Items
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The following screen shot shows the order search results.

Order #	Date Ordered	PO Number	Ship To Name	Total	Status	Items
GS00103592	1/29/2014	15943	SHI-GS Contact - Your Account Team	1130.00	Invoiced	• 36A Black Cartridge Forlaserjet P1005 Dual Pack
GS00102473	1/22/2014	15835	SHI-GS Contact - Your Account Team	1130.00	Invoiced	• HP - Toner cartridge - 1 x yellow - 8000 pages • HP - Toner cartridge - 1 x magenta - 8000

The following demonstrates the tracking details available.

Order #: GS00103592
Order Date: 1/29/2014

Order Status: Invoiced
Customer PO: 15943
Total: 1130.00
SHI-GS Contact: Your Account Team
User Name: [Redacted]

Ship To: [Redacted]
Bill To: [Redacted]

Invoices

Invoice #	Invoice Date	Total
GB00101597	1/30/2014	1130.00

Line Item Status

SHI-GS Part	Item	Unit Price	Qty Ordered	Qty Remaining	Extended Price
22601098	36A Black Cartridge Forlaserjet P1005 Dual Pack Mfr Part #: CB436D	113.00	10	0	1130.00

Shipping Status of Your Items

Shipment 1

SHI-GS Part	Mfr Part #	Description	Qty Remaining	Qty Shipped	Tracking #
					038055797250421 FedEx 1/29/2014

Click to view tracking details without leaving SHI.COM

Shipment Tracking Info FedEx

Tracking #: 038055797250421 Location: -- Service Type: FEDEX_GROUND
Status: Delivered Shipped On: 1/29/2014 Weight: 22.0 LB
Delivered On: 1/31/2014 Delivered To: CLUTE, TX Reference: --
Estimated Delivery Date: -- Signed By: SSTEVE

Date And Time	Status	Location	Comments
1/31/2014 2:06 PM	Delivered (DL)	Clute, TX US	
6:47 AM	On FedEx vehicle for delivery (OD)	HOUSTON, TX US	
6:36 AM	At local FedEx facility (AR)	HOUSTON, TX US	
1/30/2014 10:21 AM	Departed FedEx location (DP)	MEMPHIS, TN US	
12:48 AM	Arrived at FedEx location (AR)	MEMPHIS, TN US	
1/29/2014 9:17 PM	Picked up (PU)	MEMPHIS, TN US	
7:43 PM	Shipment information sent to FedEx (DC)		

View Proof of Delivery

Close

Within the City's dedicated page, authorized users can:

- Save/retrieve a price quotation using a state agency supplied unique quotation identifier(s). The agency should be able to save the price quotation as a .pdf document
- Modify a previously saved price quotation, including adding additional products, changing product quantity, removing or deleting products, and "refreshing" product prices
- Re-save price quotation following modifications
- Print price quotation
- View quotes that were originally requested via email, fax, or phone and created by the Inside Account Team.

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire City of Mesa contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or if the City of Mesa that wants to understand statewide purchasing trends, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report today via the State's ecommerce site today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. This custom capability is helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

The City of Mesa and IPA can identify Procurement Officers or others that can be granted a higher level of access, allowing them to run reports and view activity across authorized users.

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

The SHI eCommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, David Rounds will work with the customers to determine the program and schedule that would work best for them. SHI will also work with the City of Mesa to define and establish an Employee Purchase Program. We will create a separate and secure site for employees to purchase products at the State contract prices.

2. *Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.*

SHI Response:

If the City wishes to view this site please select "Sign in" on the top right hand side of the public site, <https://www.publicsector.shidirect.com/> A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.

Options

- Sign In
- Forgot User Name
- Forgot Password

New User Registration

Do you have a Customer Token / Access Key ?

Enter your Customer Token / Access Key

Customer Token

Customer Access Key

You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

3. Describe any national awards and/or other recognition that your website has received.

SHI Response:

While we take pride in the design and usability of our website, our primary focus is always on the needs of our customers rather than on external recognition. With that in mind, we are extremely proud that this year alone we have won 10 awards for exceptional service in three distinct categories: partnership, supplier, and employer – including the prestigious Citi Lean Partner Award and Microsoft US Public Sector 2017 Partner of the Year – largely in part because of the efforts and dedication our team puts toward our public and partner/procurement websites. Our success as a partner in the Public Sector, in fact, stems from the personalized procurement websites, standard with most SHI contracts, which allow authorized end-users a vast selection from standard configurations and peripherals, as well information to ensure successful installations. These custom, procurement websites provide customers with all service catalogs, approved hardware configurations, and inventory databases, which in turn allow our customers to procure the best products and product support for their needs.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

SHI Response:

The website is available 24 hours a day. Downtime is minimal and if a major system repair is necessary SHI works to schedule it at a time that will be of least inconvenience to our customers. We will also notify customers of any planned downtime in advance.

5. Does your website offer real time product availability?

SHI Response:

Yes. Please see the information provides above regarding our website for a complete overview.

6. How does your company leverage your website to inform customers of the additional savings that may be available?

SHI Response:

SHI can customize our web page to include any information that National IPA/City of Mesa would like to see. In this case, we can publish additional savings opportunities for specific products on the home page of the catalog or highlight products that have savings opportunities within the catalog itself.

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, end of life information, support information, or promotions, webinar or special event

invitations, and other industry news that will be of interest to City of Mesa. SHI will notify City of Mesa of any information before it gets posted.

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information, availability, and pricing; ensuring that contract users are always accessing the latest products and at the correct price.

7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

SHI Response:

SHI acknowledges this requirement and can comply.

SHI will acknowledge all orders received within 2 hours of receipt. All orders will be placed within 24 hours of receipt. Upon placement, the end user will receive an order placement acknowledgement via email. A sample of that is included below. We can customize the information on the order acknowledgement email and can include any and all information required by the State.



SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Order Confirmation

Sales order **S46482360**
Order date 10/17/2017
Customer Account 1008214
Customer PO 18001750
Shipping Method ESD
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 18705
AP CENTRAL BILLING
Mesa, AZ 85211
United States

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downlo Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software	1	923.20	923.20



Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

SHI Response:

Yes self-registration is available. Customers can go to <https://www.publicsector.shidirect.com/> and then follow the instructions below.

A customer will select “Sign in” on the top right hand side of the public site. A drop down box will appear. Click “Register” to be directed to the new user registration page seen below.

Options

- Sign In
- Forgot User Name
- Forgot Password

New User Registration

Do you have a Customer Token / Access Key ?

Enter your Customer Token / Access Key

Customer Token

Customer Access Key

If a customer has token, they can enter it. If not then when they select No, they will be taken to another site to register. Once you enter, you will be asked to create a user name and password. Once complete you will be directed to the site.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer’s level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

8. *Describe if your website can be customized for an agency’s specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.*

SHI Response:

SHI acknowledges this requirement and can comply.

SHI can and will add relevant content to the website on a regular basis. This may include logos, product announcements, end of life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the City. SHI will notify the City of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.



(0) \$0.00 | Commercial | Contact Us | meghan.flisakowski

Missouri Govt

About SHI
About SHI
Awards and Accolades
Contact Us
Green IT
Locations
News and Announcements
Leadership
Events
Careers

News and Announcements

Contract Information



TIPS/TAPS
PURCHASING SYSTEMS

TIPS/TAPS Purchasing Cooperative

[Missouri State and Local Government Contracts](#)

News

[Welcome to our new Checkout system!](#)

[SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program](#)
SHI International Corp. is now a participating supplier in the new SciQuest Edge purchasing solution, a program offering instant, pre-negotiated savings.

[Preview of new My Home page](#)
The MyHome page in the site will be updated soon.

9. Describe the types of online reporting that are available. Is customized reporting available?

SHI Response:

SHI fully understands your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, this can be by department or local government entity and then SHI groups the ordering units to the statewide level. In addition, we capture the contract number, allowing us to run a report across all purchases made under the contract. SHI has the capability to collect customized data fields, which can be established at the State Level, the Agency Level, and /or per individual customer. We are pleased to offer both standard and customized reports to the State, in addition to the required reporting above.

All reports can be set up on a subscription basis and will be delivered automatically daily, weekly, quarterly etc. In addition, the State will have a dedicated account team that will be able to review and discuss purchases and reporting whenever there is a need.

These standard reports provide an overview of your purchases from SHI. Our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.

- [illegible]

SHI Response:

If it has been longer than 30 days, SHI will make a best faith effort to accommodate the return.

Software Publishers may require that a letter of destruction be filled out and signed by the customer. In these cases, SHI would provide the form to the end user and request that they sign and send back. SHI will then handle processing with the Publisher. Once the valid return is received by SHI we will credit the invoice. If a replacement order is desired we will work with the end user to get that process started before the return is received to increase efficiency.

Should the City have any issues or questions with a product return, they can contract their Account Team for assistance.

For an online return, customers will access the Order Details page and complete the requested information as shown in the screen shot below.

*Name:

*Email Address:
 This field is required.

*Order Number:

PO Number:

*Mfr Part #:

SHI Part #:

*Quantity:

*Reason For Return:

Further Explanation:

* Has package been opened?:
☐ Yes ☐ No ☐ Don't Know

*Has product been used?:
☐ Yes ☐ No ☐ Don't Know

*Is product in original condition?:
☐ Yes ☐ No ☐ Don't Know

Submit Request

Back to Order Details

11. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?

SHI Response:

Integration with eCommerce

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. These systems includes a wide range of applications and proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

12. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

SHI Response:

New functionality and technology is continuously being evaluated and updated as customer needs evolve. The same holds true for our overall website design. SHI also listens closely to our customers and their feedback regarding the use of the site and we strive to incorporate those changes.

TAB 6 - OTHER FORMS.

The following forms should be completed and signed:

- 1. Vendor Information form*
- 2. Exceptions & Confidential Information form*
- 3. General Questionnaire form*
- 4. Lawful Presence Affidavit*
- 5. Respondent Certification form (Offer and Acceptance)*
- 6. Respondent Questionnaire*
- 7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)*

SHI Response:

Immediately following are the forms that were requested as part of this RFP. SHI agrees to provide any additional forms if necessary as part of a final award.



REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: SHI International Corp

Doing Business As (if different than above): _____

Address: 290 Davidson Ave

City: Somerset State: New Jersey Zip: 08873

Phone: 888-764-8888 Fax: 732-652-6599

E-Mail Address: teamarizona@shi.com Website: https://www.publicsector.shidirect.com/

DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

Remit to Address (if different than above): _____ Order from Address (if different from above): _____

Address: PO Box 952121 Address: _____

City: Dallas City: _____

State: Texas Zip: 75395-2121 State: _____ Zip: _____

Contact for Questions about this bid:

Name: Meghan Flisakowski Title: Public Program Manager

Phone: 512-517-4088 E-Mail Address: meghan_flisakowski@shi.com

Day-to-Day Project Contact (if awarded):

Name: Amelia Jakubczyk Title: Account Executive

Phone: 303-723-5256 E-Mail Address: Amelia_Jakubczyk@shi.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☒ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number: _____
City Sales Tax Number: Rate for Phoenix is 8.6%, 5.6% AZ state level, 0.7% county level (Maricopa) and 2.3% city
Applicable Tax Rate: level (Phoenix)

☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: _____%

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐

No exceptions

☒

Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI has included a separate section within our response that includes our request to review and negotiate in good faith with the City of Mesa and IPA.

Confidential/Proprietary Information (mark one).

☒

No confidential/proprietary materials have been included with this Response.

☐

Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No
2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
If no, specify number of days for delivery _____
3. Payment terms. Payment Due (Not less than net 30 days): payment is net 30
Payment Discount of 0% if invoices are paid within _____ days of receipt.
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)
Discount for Procurement Card Purchases? 0%
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- ☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- ☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- ☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____
- ☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____
- ☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- ☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- ☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- ☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- ☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- ☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- ☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- ☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- ☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company Name

Print Name

Verification of Attachment by City Staff:

Date

Signature

Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: SHI International

Signature: Natalie Castagno

Printed Name: Natalie Castagno

Title: Director of Response Team

Date: 10/20/2017

Respondent Company Name/ DBA: SHI International Corp	
Years in business providing similar services: 28 years	
Contractor's License No(s): (Submit a copy with the Response) Type: SHI is currently registered to do business with the City of Mesa and the State. Upon award, we can provide any additional information as requested. Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name: Arizona State Procurement Office State of Arizona	
Contact Person: Terri Johnson, Deputy – State Procurement Administrator	Phone: 602-542-9122
Address: 100 North 15th Avenue, Suite 402 Phoenix, AZ 85007	Fax:
	E-Mail Address: terri.johnson@azdoa.gov
\$ Value of Work, Supplies/Services and Dates Provided: \$75m annually. Software, Annual Maintenance. Related Professional Services April 2011 – September 30 2016	
Firm/Government Agency Name: University of Texas Systems Supply Chain Alliance	
Contact Person: Jason Stanford, Manager, Contracts	Phone: 713-563-1021
Address: 7007 Bertner Ave. Houston, TX 77030	Fax:
	E-Mail Address: jstanford@mdanderson.org
\$ Value of Work, Supplies/Services and Dates Provided: \$20m annually. Computer Peripherals, Software, Storage, Servers, Networking equipment, and Related Services. July 1 2014, 5 year agreement with 3 year extension option.	
Firm/Government Agency Name: Maricopa County Materials Management	
Contact Person: Brian Walsh, Procurement Officer	Phone: 602-506-3243
Address: 320 W. Lincoln St. Phoenix AZ 85003	Fax:
	E-Mail Address: walshb@mail.maricopa.gov

\$ Value of Work, Supplies/Services and Dates Provided:

\$6m annually. Technology Products including Software, Storage, Servers, Networking Equipment and Related Services.

List any other information which may be helpful in determining your qualifications for a potential contract:

At SHI, our success is based on a foundation of customer centricity and transparency. Our approach to Lee County School District will be based on these same values. Every member of the SHI team is dedicated to helping our customers and providing world class support throughout the entire engagement. SHI intends to provide the District with a seamless, transparent, and cost effective solution for all of your hardware, software, and service needs. Over the life of the contract, SHI will work to identify ways that the District can reduce your expenditures on IT software, hardware, and services.

Technology changes fast, and SHI is a technology business partner that has demonstrated the ability to change along with it, through continued service evolutions and process improvement.

SHI is excited about this opportunity to work with the City of Mesa and National IPA. We look forward to meeting with the review board to further discuss our capabilities.

ATTACHMENT D



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

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

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The CITY OF MESA, AZ (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for INFORMATION TECHNOLOGY SOLUTIONS. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, including but not limited to invoice requirements; order requirements; specialized delivery; diversity requirements such as minority and woman owned businesses, historically underutilized business; and governing law. As part of such supplemental agreements, Participating Agencies may negotiate other terms of the Master Agreement, and may require offeror. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

Deleted: and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

Deleted: Participating Agencies may also contract directly with the offeror's authorized tier one suppliers pursuant to a request process based on factors as defined by the Participating Agency. These contracts would constitute individual contracts between the Participating Agency and tier one suppliers who have accepted the terms of the Master Agreement under a separate supplemental agreement between the Participating Agency and the tier one supplier. Sales under these contracts are tracked and reported to National IPA by the offeror.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Requirements for National Cooperative Contract
Page 4 of 26

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Deleted: Pricing Commitment¶

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Advantageous government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
 - i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Deleted: Best

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS											
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE											
(to be submitted <u>electronically</u> in Microsoft Excel format)											
National IPA Contract Sales Monthly Report											
Supplier Name:											
Contract Sales Report Month:											
Contract ID:											
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$		
Report Totals											
Cumulative Contract Sales											

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT

ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT

LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT

RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY , UT
 ALPINE DISTRICT , UT
 AMERICAN LEADERSHIP ACADEMY , UT
 AMERICAN PREPARATORY ACADEMY , UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES , UT
 BEAR RIVER CHARTER SCHOOL , UT
 BEAVER SCHOOL DISTRICT , UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT , UT
 CBA CENTER , UT
 CACHE SCHOOL DISTRICT , UT
 CANYON RIM ACADEMY , UT
 CANYONS DISTRICT , UT
 CARBON SCHOOL DISTRICT , UT
 CHANNING HALL , UT
 CHARTER SCHOOL LEWIS ACADEMY , UT
 CITY ACADEMY , UT
 DAGGETT SCHOOL DISTRICT , UT
 DAVINCI ACADEMY , UT
 DAVIS DISTRICT , UT
 DUAL IMMERSION ACADEMY , UT
 DUCHESNE SCHOOL DISTRICT , UT
 EARLY LIGHT ACADEMY AT DAYBREAK , UT
 EAST HOLLYWOOD HIGH , UT
 EDITH BOWEN LABORATORY SCHOOL , UT
 EMERSON ALCOTT ACADEMY , UT
 EMERY SCHOOL DISTRICT , UT
 ENTHEOS ACADEMY , UT
 EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT
 GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT

IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY , UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY , UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT
 PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT
 SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT

TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOEE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH



NOTICE OF SOLICITATION

SOLICITATION # 2018011

September 20, 2017

REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

PROPOSAL DUE DATE AND TIME: October 23, 2017 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Issue Request for Proposals	September 20, 2017
Pre-Proposal Conference (Optional)	October 3, 2017 – 10:00 am local Arizona time
Questions due from Proposers	October 6, 2017 – 3:00 pm local Arizona time
City of Mesa response to Questions	October 12, 2017
Proposal Due Date	October 23, 2017 – 3:00 pm local Arizona time

VENDOR CONFERENCE / SITE VISIT:

Date and Time: October 3, 2017 – 10:00 a.m. local Arizona time
Location: City of Mesa – Mesa City Plaza
20 E Main Street, Conference Room 450 South
Mesa, AZ 85201
Teleconference Number: 480-644-6120; PIN 319405

The conference provides interested parties an opportunity to discuss the City and National IPA's needs and ask questions. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

Technical Questions:

Sharon Brause, CPPPO, CPPB, CPCP
Senior Procurement Officer
PHONE: 480-644-2815
FAX: (480) 644-2655
Sharon.Brause@MesaAZ.gov

General or Process Questions:

Cyndi Gonzales
Procurement Specialist
PHONE: 480-644-2179
FAX: (480) 644-2655
Cyndi.Gonzales@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:
<http://www.mesaaz.gov/business/purchasing>

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.

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INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received after due date and time for vendor questions (October 6th) may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

ELECTRONIC RESPONSE:

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

HARD COPY RESPONSE:

- a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies**. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- b. Submit **one (1) flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa
Mesa City Plaza - Purchasing Division
20 East Main Street, Suite 400
Mesa, Arizona 85201

RFP No. 2018011 – Information Technology Solutions & Services

- d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

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4. RESPONSE FORMAT:

Table of Contents. Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

TAB 2 - Program Description AND Method of Approach. Clearly define the services/products, offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Provide a response to the national program.
 - a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
 - b. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.
5. Describe how your firm proposes to distribute the products/services nationwide.
6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.
7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:
 - a. How many orders are processed daily on an average
 - b. How many devices does your facility configure daily on an average
 - c. What is the highest number of orders processed in a single day
 - d. What is the highest number of devices configured in a single day from the facilities described
8. State any return and restocking policy, and any fees, if applicable associated with returns.
9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
10. Describe your delivery commitment:
 - a. What is your fill rate guarantee?
 - b. What are your delivery days?
 - c. Do you offer next day delivery?
 - d. How do you facilitate emergency orders?
 - e. Are shipping charges exempt for ALL who use this contract?
 - f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
11. Describe the types of customer service available to agencies that use this contract:

Deleted: materials

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- a. Is online support available?
- b. Is phone support available?
- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
- d. How are problems resolved?
- e. What are the location and hours of your call centers?
- f. What response time is guaranteed when a customer service request is made?
- g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
- h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.
12. Describe how your company will assist customers in navigating OEM warranty process.
13. Describe how your firm will notify customers of new products.
14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).
15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?
16. Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)
17. Describe options for leasing and financing and the various payment methods accepted.

TAB 3 - Pricing Forms. The cost portion of the Response should include the following criteria:

1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

TAB 4 - Qualifications. (Abilities, Experience and Expertise). The following information should be included:

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
5. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services
6. Please submit your FEIN and Dunn & Bradstreet report.
7. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.
8. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
9. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
10. Provide information regarding if your organization ever failed to complete any work awarded.

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11. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

TAB 5 – Technology.

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
 - a. to search for products
 - b. to find alternate products (if a certain product is not available)
 - c. to perform side-by-side price comparison of products
 - d. to order products
 - f. to track order status, to include backordered items
 - g. to determine when an item was received and who received it
 - h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
 - i. to create approval paths/levels for orders, to include creating an approval path for restricted items
 - j. to create a "favorites" list or subscribed purchases other personalized list of frequently ordered items
 - k. to create a "shared" list for an agency to use
 - l. to obtain online customer service
 - m. to receive online training
 - n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
 - o. to track their budget for purchases
 - p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. How does your company leverage your website to inform customers of the additional savings that may be available.
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?
8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

TAB 6 - Other Forms. The following forms should be completed and signed:

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1. Vendor Information form
 2. Exceptions & Confidential Information form
 3. General Questionnaire form
 4. Lawful Presence Affidavit
 5. Respondent Certification form (Offer and Acceptance)
 6. Respondent Questionnaire
 7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.
- ☐ Response will be sent in time to be received by City before Response due date and time.
 - ☐ Original and proper number of copies submitted
 - ☐ Response container properly labeled
 - ☐ Pricing, math double-checked, form completed and included (Attachment A)
 - ☐ Required Response Forms completed and included (Attachment B)
 - ☐ Respondent Questionnaire form completed and included (Attachment C)
 - ☐ Response to a National Program (Attachment D)
 - ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - ☐ Warranty information, as applicable
6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.
7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.
8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.
9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent;

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(iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

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14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.
17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

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18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, geographical region or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the products or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; (iv) adjust points from the Respondent's score in the applicable evaluation criteria category or categories; or (v) accept any or all of a Respondent's exceptions.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.
- To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:
- Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
 - Intentionally invoice any amount greater than provided in a contract or to invoice for products or services not provided.
 - Intentionally offer or provide sub-standard products or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

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23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
24. **PRESENTATIONS/INTERVIEWS:** The City reserves the right to conduct interviews which may include a demonstration of the supplier's website with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
26. **ADDITIONAL INVESTIGATIONS.** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
27. **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
28. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.
29. **CRITERIA FOR EVALUATION AND AWARD:**
- a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution Information provided or referenced by Respondents in response to the Solicitation. Sources of information to be evaluated include, but are not limited to, as applicable, Responses, presentations, interviews, and Best and Final Offers.	500
Firm's Qualifications & Experience Information pertaining to the quality of work, accomplishments, skill, and knowledge regarding a Respondent's suitability for award. Information can come from any source including, but not limited to, Responses, Best and Final Offers, references, publicly or privately available information, and the City's experience with a Respondent.	300
Firm's Proposed Pricing Pricing will be evaluated based on the below criteria.	200

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The City has provided various sample items on the City of Mesa Market Basket Pricing (See Attachment A – “Pricing”) for pricing evaluation purposes. Suppliers are encouraged to provide pricing on as many items as possible.

Full Market Basket pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
 - c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
 1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
 2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.
 - d. As a part of the Response, Respondents are requested to provide references. The City reserves the right to: (1) Not contact any or all of a Respondent's references as the City may evaluate reference information provided in a Response; (2) Contact references not included in a Respondent's Response; and (3) Utilize as a reference City staff members who have experience with a Respondent. As references may not be contacted, Respondents are encouraged to provide as much detail as possible in Attachment C (Respondent Questionnaire).
30. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.
31. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not

INSTRUCTIONS

result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

32. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

33. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:

Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Matt.Bauer@MesaAZ.gov

ADDRESS APPEALS TO:

Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

34. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work and the Technical Requirements will be compiled into any resulting contract as Exhibit A.

1. **INTENT.** The City of Mesa (the "City") is requesting proposals from firms qualified to provide Information Technology Solutions and Services to be delivered to various locations throughout the City. Requirements and qualifications are defined in detail in the following Scope of Work and Technical Requirements Sections of this Request for Proposal (RFP).

2. **NATIONAL CONTRACT REQUIREMENTS.** The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in [products](#) distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

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National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment D.

The City anticipates spending approximately \$10 million over the full potential Master Agreement term for IT Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of IT Solutions purchased under the Master Agreement through National IPA is approximately \$500 million. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

3. **MINIMUM REQUIREMENTS.** Offerors should be able to meet the following minimum qualifications:
 - a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
 - b) Have a strong national presence as a computer solutions provider.
 - c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
 - d) Have a demonstrated sales presence.
 - e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
 - f) Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

SCOPE OF WORK

4. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier is through the following:
- a) Online
 - b) Telephone
 - b) Fax
 - c) Email
5. **DELIVERY REQUIREMENT.** Supplier agrees to deliver all products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and added, and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Supplier may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
6. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
- a) **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Suppliers that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b) **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c) **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d) **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e) **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Suppliers may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.
 - f) **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
 - g) **Computer and Network Products and Peripherals:** Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

SCOPE OF WORK

- h) **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Supplier must install them unless the Participating Agency request they not be installed. Supplier shall provide these assembly and installation services as stated in applicable order and additional terms and fees may apply.

- i) **Comprehensive Product Offering:** Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

- j) **Financing:** Options available such as lease programs and conditional sales contracts.

7. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

8. **AWARD.** It is the City's intention that a single or limited number of awards will be made under this solicitation however at the City's sole discretion, the City may consider multiple awards (See "Reservations").

- b. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Supplier as permitted under the manufacturers return policy and Supplier's Return Policy found at www.shi.com/returnpolicy. In any event, the OEM's policies (which may include processing as a warranty claim) will apply. Supplier will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City.

10. **TERM.** This solicitation is for awarding a purchasing contract to cover an initial **five (5) year term**. An estimated initial term of **January 1st, 2018** through **December 31st, 2022**, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.

The parties agree any job orders, project agreements or maintenance agreements executed against Contract during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

11. **RENEWALS.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year periods**. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

12. **EXTENSIONS.** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Supplier to provide the services/products under this Agreement. The City intends to notify the Supplier in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

13. **PRICING.** Suppliers shall provide a price in the format of a minimum percentage discount off a verifiable price index. Suppliers may submit discounts for various manufacturers. At the time of purchase, suppliers may offer deeper discounts beyond the discounted price list, based on volume or other factors, as

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SCOPE OF WORK

applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Supplier requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Supplier will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Price discounts will be evaluated by applying the Supplier's discount to the prices listed on the verifiable price index.

It is the Supplier's responsibility to provide the City with an up-to-date price list for the duration of the contract.

- a) **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Supplier providing the products/service including transportation and delivery insurance. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Supplier further agrees that any reductions in the price of the products or services covered by this Agreement will apply to the undelivered balance. The Supplier shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Supplier and response by the City's Purchasing Division.

- b) **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or services must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Supplier should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Supplier may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- c) **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 13, pricing may be adjusted for amounts other than inflation that represent actual costs to the Supplier based on the mutual agreement of the parties. The Supplier may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Supplier. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

Commented [PB1]: Warranty coverage is provided by the manufacturer (OEM) and not SHI. The manufacturers standard warranties apply unless the customer wishes to purchase extended warranty.

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SCOPE OF WORK

14. **TYPES AND AMOUNTS OF INSURANCE.** Insurance requirements are detailed in the Agreement document. Supplier must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Supplier operates with no employees, Supplier must provide the City with written proof Supplier has no employees. If employees are hired during the course of this Agreement, Supplier must procure worker's compensations in accordance with Arizona law.
- b. The Supplier shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

Prior to the execution of the Contract, the Supplier shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Supplier's insurance shall be primary of all other sources available. When the City is a certificate holder, the Supplier agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Supplier where permitted by law."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

ATTACHMENT A
PRICING

Offerors must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.



2018011 Pricing.xlsx

ATTACHMENT B
REQUIRED RESPONSE FORMS



Solicitation Required
Response Forms.docx

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Respondent Company Name/ DBA:	
Years in business providing similar services:	
Contractor's License No(s): (Submit a copy with the Response)	Type:
Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
List any other information which may be helpful in determining your qualifications for a potential contract:	

ATTACHMENT D
NATIONAL IPA PRICIPAL PROCUREMENT AGENCY ("PPA")



Attachment D
PPA.docx

EXHIBIT 1
DRAFT AGREEMENT



AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Delivery Address	
Attention	NameAndTitle
E-Mail	
Phone	
Fax	

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this ____ day of _____, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp, a(n) New Jersey corporation, ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

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RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

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C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **January 1, 2018** and ending on **December 31, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order.

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EXHIBIT 1

DRAFT AGREEMENT

2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the ServicesProducts, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

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3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement

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4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

a. Amendments to the Agreement or any mutually agreed upon written agreements made between Contractor and Participating Agencies with conflicting terms to this Agreement where such conflicting terms shall supersede the terms stated herein.

b. Agreement

c. Exhibits

1. Mesa Standard Terms & Conditions

2. National IPA Agreement

3. Scope of Work

4. Other Exhibits not listed above

d. Solicitation including any addenda

e. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractors shall provide a price in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Commented [PB3]: "Contractor" is the defined term for SHI in this Agreement.

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Price discounts will be evaluated by applying the Contractor's discount to the list prices on the verifiable price index.

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It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

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EXHIBIT 1
DRAFT AGREEMENT

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the Products/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

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The Contractor further agrees that any reductions in the price of the Products or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

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No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

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During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

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6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

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6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of Products or services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes
- j. Total amount due.

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EXHIBIT 1
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6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs. Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for products/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

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7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

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7.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor, where permitted by law.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

EXHIBIT 1
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7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders prior to shipment of the products or provide a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such products to Contractor. All returns shall be made in accordance with Contractor's Return Policy The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

10. **WARRANTY.** Contractor warrants that the services will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service provided by Contractor will not relieve Contractor from its obligations under this warranty. If any services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide such services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **PRODUCT WARRANTY.** Contractor is a value added reseller ("VAR") of products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding product provided under this Agreement. Contractor shall forward the warranties to the City which are provided to Contractor from the OEM of the product, and to the extent granted by the OEM, the City shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between the City and OEM and the City agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER

EXHIBIT 1
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EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
 - (D) National IPA Agreement
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Limitation of Liability**
NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR

EXHIBIT 1
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IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

18. Force Majeure

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

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19. Title, Risk of Loss, Returns

A. Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within 24 hours after such delivery.

B. All returns of Product shall be made in accordance to Contractor's Return Policy found at www.shi.com/returnpolicy

20. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

21. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

Printed Name

EXHIBIT 1
DRAFT AGREEMENT

CONTRACTOR NAME

Title

Date

REVIEWED BY:

By: _____

By: _____

Printed Name

Title

Date

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EXHIBIT 1
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EXHIBIT A
SCOPE OF WORK

The Scope of Work / Technical Specifications, National IPA Agreement and Contractor Response will be added here when Agreement is finalized.

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EXHIBIT 1
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EXHIBIT B
PRICING

Attachment A Pricing will be added here when Agreement is finalized.

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EXHIBIT 1
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EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will

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require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
- iii. 
- v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

Deleted: The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.[¶]

iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

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11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any financial records related to the performance of work specified herein once per calendar year. Contractor will permit such inspections and audits during normal business hours and upon 30 days notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written

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Deleted: <#>**BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

Deleted: <#>**SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

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assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

15. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
16. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
17. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
18. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
19. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
20. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has received Contractor's properly prepared final invoice.
21. Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order
22. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
23. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) willful misconduct by Contractor personnel under this

Deleted: If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

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Agreement; (ii) any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with the law in fulfillment of the services under this Agreement.

- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

- f. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

- g. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of products or services or any products or services at all under this Agreement and acknowledges and agrees that the products or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for products or services which exceed its actual needs.

- h. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.

- i. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

- j. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

- k. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

- l. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Products or equipment incidental to providing these services and such loss, injury, or destruction of the Products prior to delivery of the Products to the City. Risk of loss shall vest fully in the City after such delivery.

- m. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

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Deleted: or fulfill the obligations established by this Agreement

Deleted: ~~WARRANTY.~~ Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.[¶] Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications

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Deleted: will not release Contractor from any obligation hereunder.

EXHIBIT 1
DRAFT AGREEMENT

- n. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything manufactured by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- o. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- p. -----
- q. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
-
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- r. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- s. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- t. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- u. **INTEGRATION CLAUSE.** This Exhibit C, along with the Master Agreement and including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

Deleted: <#>WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

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Deleted: <#>provided

Moved up [1]: FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

Commented [PB11]: We aren't doing professional services.

Deleted: A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.¶

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district

Deleted: Agreement

EXHIBIT 1
DRAFT AGREEMENT

- v. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- w. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- x. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- y. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

EXHIBIT 2
MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL

Submitted by:
Company Name:
Address:
City, State, Zip:

Solicitation # **2018011 INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**
Due Date: **October 23, 2017, at 3:00 p.m. local Arizona time**

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

ATTACHMENTS

Immediately following are documents called out as additional information within our response.

- D&B Report
- List of partners – this is in no way a complete list but an overview of partners that SHI can provide.

D&B REPORT

Live Report : SHI INTERNATIONAL CORP.

D-U-N-S® Number: 61-142-9481

Trade Names: SOFTWARE HOUSE INTERNATIONAL - S H I

Endorsement/Billing Reference: lee_harrell@SHI.com

D&B Address			
Address	290 Davidson Ave Somerset, NJ, US - 08873	Location Type	Headquarters
Phone	732 764-8888	Web	www.shi.com
Fax	732-805-0818		

Added to Portfolio: 03/28/2014

Last View Date: 02/09/2016

Endorsement : lee_harrell@SHI.com

Company Summary

Currency: Shown in USD unless otherwise indicated 

Score Bar

Sales (Revenue)		5,797,204,000	Source: DNB, FISCAL, 12-31-2014
Net Worth		294,433,000	Source: DNB, FISCAL, 12-31-2014
Assets - Total		1,305,888,000	Source: DNB, FISCAL, 12-31-2014
Bankruptcy Found		No	
Commercial Credit Score		526	Moderate Risk of severe payment delinquency.
Commercial Credit Score Percentile		69	Moderate Risk of severe payment delinquency.
D&B Viability Rating		1 3 A A	View More Details
Current Ratio		1.3	Source: DNB, FISCAL, 12-31-2014
Credit Limit - D&B Aggressive		900,000.00	Based on profiles of other similar companies.
PAYDEX®		73	Paying 11 days past due
Commercial Credit Score Class		3	Moderate Risk of severe payment delinquency.
Financial Stress Score Class		2	Low to Moderate Risk of severe financial stress.
Credit Limit - D&B Conservative		400,000.00	Based on profiles of other similar companies.
D&B Rating		5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

D&B 3-month PAYDEX®

3-month D&B PAYDEX®: 74 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 9 Days Beyond Terms

D&B PAYDEX®

D&B PAYDEX® 73 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 11 days beyond terms

Commercial Credit Score Class

Commercial Credit Score Class: 3
Lowest Risk:1;Highest Risk :5

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	THAI LEE, CEO
Year Started	1989
Employees	2850 (1400 Here)
Financing	SECURED
SIC	7371 , 7374
Line of business	Custom computer programing, data processing/ preparation
NAICS	541511
History Status	CLEAR
Financial Condition	FAIR

Corporate Linkage

Subsidiaries (International)

Company	City , Country	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP	Milton Keynes , UNITED KINGDOM	23-041-6559
SHI Canada ULC	North York , CANADA	24-362-9057
SHI INTERNATIONAL SAS	ISSY LES MOULINEAUX , FRANCE	26-213-9752

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP.	TEMPE , Arizona	82-925-3066
SHI INTERNATIONAL CORP.	SAN DIEGO , California	82-925-3330
SHI INTERNATIONAL CORP.	ATLANTA , Georgia	82-925-3462
SHI INTERNATIONAL CORP.	SAN FRANCISCO , California	82-925-3215
SHI INTERNATIONAL CORP.	CHICAGO , Illinois	82-925-3769
SHI INTERNATIONAL CORP.	MINNEAPOLIS , Minnesota	82-925-3850
SHI INTERNATIONAL CORP.	SAINT LOUIS , Missouri	82-925-4023
SHI INTERNATIONAL CORP.	DALLAS , Texas	82-925-5251
SHI INTERNATIONAL CORP.	HOUSTON , Texas	82-925-5335
SHI INTERNATIONAL CORP.	RESTON , Virginia	82-925-5343
SHI INTERNATIONAL CORP.	BELLEVUE , Washington	82-925-5475
SHI INTERNATIONAL CORP.	TAMPA , Florida	83-240-0621
SHI INTERNATIONAL CORP.	SHAWNEE MISSION , Kansas	83-240-0688
SHI INTERNATIONAL CORP.	NEEDHAM , Massachusetts	83-240-0803
SHI INTERNATIONAL CORP.	DENVER , Colorado	83-240-0662

Financial Stress Score Class

Financial Stress Score Class: 2
Lowest Risk:1;Highest Risk :5

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

SHI INTERNATIONAL CORP.	INDIANAPOLIS , Indiana	83-240-0852
SHI INTERNATIONAL CORP.	CHAPEL HILL , North Carolina	17-958-9937
SHI INTERNATIONAL CORP.	WAYNE , Pennsylvania	02-958-1868
SHI INTERNATIONAL CORP.	DURHAM , North Carolina	07-166-5395
SHI INTERNATIONAL CORP.	CROFTON , Maryland	04-235-0384
SHI INTERNATIONAL CORP.	REMER , Minnesota	05-845-6218
SHI INTERNATIONAL CORP.	EL SEGUNDO , California	07-940-9361
SHI INTERNATIONAL CORP.	NEW YORK , New York	07-940-9369
SHI INTERNATIONAL CORP.	SOUTHFIELD , Michigan	07-940-9364
SHI INTERNATIONAL CORP.	ISSAQUAH , Washington	11-899-4420

This list is limited to the first 25 branches.
For the complete list, Please logon to DNBi and view the Dynamic Family Tree Information.

Branches (International)

Company	City , Country	D-U-N-S® NUMBER
Software House International	NORTH VANCOUVER , CANADA	25-930-0382
SHI International Corp.	CENTRAL DISTRICT , HONG KONG	66-834-4679

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : 5A3

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 3 is fair

The Rating was changed on May 5, 2015 because the History of the company is now "Clear ".

Below is an overview of the companys rating history since 09-28-1999

D&B Rating	Date Applied
5A3	05-05-2015
--	11-26-2014
5A3	08-21-2014
--	06-12-2014
5A2	05-20-2014
5A3	05-12-2009
5A2	03-16-2009
5A3	05-07-2002
4A3	07-25-2001
4A2	09-28-1999

Sales: 5,797,204,000.00
(Up by 15.9%
from last year)

Number of Employees Total: 2,850 (1400 here)

Worth: 294,433,000
(Up by 15.1% (As of 31-Dec-14)
from last year)

Working Capital:	\$253,466,000	(As of 31-Dec-14)
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Payment Activity:	(based on 247 experiences)
Average High Credit:	993,122
Highest Credit:	50,000,000
Total Highest Credit:	209,080,850

D&B Credit Limit Recommendation

Conservative credit Limit	400,000
Aggressive credit Limit:	900,000

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class : **2**  (Lowest Risk:1; Highest Risk:5)

Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.09 %** (9 per 10,000)
 Financial Stress National Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)
 Financial Stress Score : **1526** (Highest Risk: 1,001; Lowest Risk: 1,875)
 Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Low proportion of satisfactory payment experiences to total payment experiences.
 High proportion of slow payment experiences to total number of payment experiences.
 UCC Filings reported.
 High number of inquiries to D & B over last 12 months.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.

The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.

The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	77
Region: MIDDLE ATLANTIC	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Similar risk compared to other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 3  Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **5.80 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **526** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Proportion of slow payments in recent months
- Recent high balance past due
- Financial ratios
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.

The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.

The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.

The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
-------	------------

This Business	69
Region: MIDDLE ATLANTIC	51
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 500-38527	84
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated 

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	73	Equal to 11 days beyond terms (Pays more slowly than the average for its industry of 2 days beyond terms)
Industry Median is	79	Equal to 2 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	247
Payments Within Terms (not weighted)	66 %
Trade Experiences with Slow or Negative Payments(%)	42.51%
Total Placed For Collection	1
High Credit Average	993,122
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	15,000,000

D&B PAYDEX® : 73  (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 11 days beyond terms

3-Month D&B PAYDEX® : 74  (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 9 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15	1/16	2/16
This Business	73	72	72	72	73	73	73	73	74	74	73	73
Industry Quartiles												
Upper	80	.	.	80	.	.	80	.	.	80	.	.
Median	79	.	.	79	.	.	79	.	.	79	.	.
Lower	72	.	.	72	.	.	72	.	.	71	.	.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
The 12-month high is 74 , or equal to 9 DAYS BEYOND terms
The 12-month low is 72 , or equal to 12 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Previous Year	03/14 Q1'14	06/14 Q2'14	09/14 Q3'14	12/14 Q4'14
This Business	76	77	73	72
Industry Quartiles				
Upper	80	80	80	80
Median	79	79	79	79
Lower	72	72	72	72

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
The present industry median Score is 79 , or equal to 2 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	46	206,250,000	79%
50,000-100,000	13	930,000	80%
15,000-49,999	39	1,065,000	71%
5,000-14,999	32	220,000	67%
1,000-4,999	42	76,500	66%
Under 1,000	38	14,250	61%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 247 payment experience(s) in D&Bs file for the most recent 24 months, with 165 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 15,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Rev'd (#)	Total Amts	Largest High Credit Within Terms (%)	Days Slow <31 31-60 61-90 90> (%) (%) (%) (%)				
Top Industries								
Whol electronic parts	20	71,122,000	50,000,000	50	50	0	0	0
Whol computers/softwr	17	101,800,500	50,000,000	98	2	0	0	0
Prepackaged software	11	4,300,000	2,000,000	91	7	0	2	0
Telephone communictns	11	224,850	100,000	98	2	0	0	0
Mfg computers	10	15,357,750	8,000,000	90	8	2	0	0
Nonclassified	9	723,750	500,000	61	39	0	0	0
Custom programming	7	1,008,750	600,000	50	0	30	0	20
Short-trm busn credit	7	155,100	100,000	90	10	0	0	0
Whol office supplies	5	62,250	55,000	56	44	0	0	0
Misc business credit	5	95,000	50,000	100	0	0	0	0
Whol office equipment	4	2,285,000	1,000,000	49	11	18	0	22
Mfg process controls	4	195,000	65,000	67	33	0	0	0
Mfg photograph equip	4	33,500	25,000	100	0	0	0	0
Trucking non-local	4	6,250	5,000	40	12	8	0	40
Whol appliances	3	4,002,750	4,000,000	100	0	0	0	0
Whol misc profsn eqpt	3	203,000	200,000	51	49	0	0	0
Misc business service	3	43,500	40,000	97	0	3	0	0
Engineering services	3	67,500	35,000	96	0	2	0	2
Public finance	3	31,750	30,000	100	0	0	0	0
Mfg calculating eqpt	3	15,750	15,000	3	0	95	0	2
Ret mail-order house	3	11,000	7,500	69	11	20	0	0
Mfg electric test prd	3	15,000	5,000	100	0	0	0	0
Arrange cargo transpt	3	2,850	2,500	0	6	0	94	0
Computer system desgn	2	2,050,000	2,000,000	49	50	1	0	0
Business consulting	2	2,002,500	2,000,000	50	50	0	0	0
Mfg measure devices	2	1,000,750	1,000,000	50	50	0	0	0
Mfg computer storage	2	507,500	500,000	100	0	0	0	0
Misc equipment rental	2	95,000	65,000	100	0	0	0	0
Radiotelephone commun	2	55,000	40,000	73	0	0	0	27
Data processing svcs	2	32,500	30,000	100	0	0	0	0
Mfg comp peripherals	2	31,000	30,000	3	97	0	0	0
Mfg switchgear-boards	2	30,000	20,000	33	0	67	0	0
Whol service paper	2	22,500	20,000	89	11	0	0	0
Mfg public bldg furn	2	16,000	15,000	94	0	3	3	0
Detective/guard svcs	2	10,250	10,000	51	49	0	0	0
Whol electrical equip	2	5,250	5,000	52	0	48	0	0
Mfg sheet metalwork	1	200,000	200,000	50	0	0	0	50
Mfg misc plastic prdt	1	100,000	100,000	50	0	0	50	0
Mfg medical instrmnt	1	100,000	100,000	0	100	0	0	0
Travel agency	1	95,000	95,000	100	0	0	0	0
Mfg environment cntrl	1	85,000	85,000	100	0	0	0	0
Misc advertising svcs	1	80,000	80,000	100	0	0	0	0

Tour operator	1	65,000	65,000	100	0	0	0	0
Air courier service	1	45,000	45,000	50	0	0	0	50
Mfg relays/controls	1	45,000	45,000	50	0	0	0	50
Electric eqpt repair	1	25,000	25,000	50	0	0	50	0
Mfg recording media	1	20,000	20,000	0	0	100	0	0
Mfg refrig/heat equip	1	20,000	20,000	100	0	0	0	0
Copper roll/drawing	1	10,000	10,000	100	0	0	0	0
Whol auto parts	1	7,500	7,500	0	100	0	0	0
Mfg nonwd office furn	1	5,000	5,000	50	50	0	0	0
Ret stationery	1	5,000	5,000	50	0	50	0	0
Help supply service	1	5,000	5,000	100	0	0	0	0
Misc publishing	1	2,500	2,500	50	0	0	50	0
Nonphysical research	1	2,500	2,500	0	100	0	0	0
Natnl commercial bank	1	2,500	2,500	100	0	0	0	0
Mfg signs/ad spectlys	1	2,500	2,500	100	0	0	0	0
Ret electronics	1	2,500	2,500	100	0	0	0	0
Mfg plane engine/part	1	1,000	1,000	0	0	0	0	100
Coating/engrave svcs	1	1,000	1,000	50	50	0	0	0
Whol industrial equip	1	1,000	1,000	100	0	0	0	0
Whol piece goods	1	1,000	1,000	50	50	0	0	0
Information retrieval	1	1,000	1,000	100	0	0	0	0
Gravure printing	1	1,000	1,000	50	0	0	50	0
Mfg computer terminal	1	1,000	1,000	50	50	0	0	0
Mfg manifold forms	1	750	750	100	0	0	0	0
Whol heating/ac equip	1	500	500	0	0	100	0	0
Whol nondurable goods	1	500	500	100	0	0	0	0
Mfg telephone equip	1	250	250	100	0	0	0	0
Mfg frozen deserts	1	250	250	0	0	100	0	0
Books-print/publish	1	100	100	0	0	0	0	100
Reg misc coml sector	1	100	100	100	0	0	0	0
Mfg broadcastng equip	1	100	100	0	100	0	0	0
Mfg misc office eqpt	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Whol chemicals	1	50	50	0	0	0	0	100
Mfg lab apparatus	1	0	0	0	0	0	0	0
Other payment categories								
Cash experiences	24	505,550	500,000					
Payment record unknown	9	19,450	10,000					
Unfavorable comments	1	100	100					
Placed for collections	1	N/A	0					
Total in D&B's file	247	209,080,850	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
02/16	Ppt	65,000	5,000		Lease Agreeemnt	

	Ppt	40,000	30,000	0	1 mo
	Ppt	30,000	100	Lease Agreemnt	
	Ppt	1,000	1,000	0	1 mo
	Ppt-Slow 30	500,000	250,000	250,000 N30	1 mo
	Ppt-Slow 30	45,000	25,000	7,500 N30	1 mo
	Slow 30	10,000	10,000	10,000 N30	1 mo
01/16	Ppt	40,000,000	20,000,000	0 N30	1 mo
	Ppt	7,000,000	7,000,000	0 N30	1 mo
	Ppt	1,000,000	95,000	0	1 mo
	Ppt	500,000	100	0	1 mo
	Ppt	100,000	100,000	0	1 mo
	Ppt	85,000	20,000	0	1 mo
	Ppt	50,000	25,000	0	1 mo
	Ppt	40,000	25,000	0	1 mo
	Ppt	40,000	35,000	0	1 mo
	Ppt	25,000	0		6-12 mos
	Ppt	20,000	20,000	0 N30	1 mo
	Ppt	15,000	10,000	0	1 mo
	Ppt	10,000	0	0	6-12 mos
	Ppt	7,500	7,500	0	1 mo
	Ppt	5,000	5,000	0	1 mo
	Ppt	5,000	2,500	0	1 mo
	Ppt	5,000	0		6-12 mos
	Ppt	5,000	0	0	4-5 mos
	Ppt	5,000	5,000	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	0	0 N30	2-3 mos
	Ppt	2,500	0	0	2-3 mos
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	250	0	1 mo
	Ppt	2,500	750	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	0	0	2-3 mos
	Ppt	1,000	1,000	0	1 mo
	Ppt	1,000	0	0	4-5 mos
	Ppt	1,000	500	0	1 mo
	Ppt	1,000	1,000	0	1 mo
	Ppt	750	0	0	2-3 mos
	Ppt	750			1 mo
	Ppt	750	250	0	
	Ppt	250	250	0 N30	1 mo
	Ppt	250	0	0	2-3 mos
	Ppt	250	0	0	1 mo
	Ppt	250	0	0	6-12 mos
	Ppt	250	0	0	6-12 mos
	Ppt	50	0	0 N30	2-3 mos
	Ppt-Slow 30	50,000,000	50,000,000	15,000,000	1 mo
	Ppt-Slow 30	2,000,000	1,000,000	1,000,000	1 mo
	Ppt-Slow 30	400,000	400,000	0 N30	1 mo
	Ppt-Slow 30	200,000	100,000	0	1 mo
	Ppt-Slow 30	100,000	15,000	750	1 mo
	Ppt-Slow 30	55,000	55,000	5,000 1 10 N30	1 mo
	Ppt-Slow 30	10,000	10,000	2,500	1 mo

	Ppt-Slow 30	5,000	1,000	1,000	1 15 N30	1 mo
	Ppt-Slow 30	1,000	0	0		2-3 mos
	Ppt-Slow 60	600,000	85,000	15,000		1 mo
	Ppt-Slow 60	2,500	2,500	1,000		1 mo
	Ppt-Slow 60	1,000	0	0		2-3 mos
	Ppt-Slow 90	100,000	0	0		2-3 mos
	Ppt-Slow 90	25,000	15,000	15,000		2-3 mos
	Ppt-Slow 90	1,000	500	500		2-3 mos
	Ppt-Slow 240	5,000	0	0		2-3 mos
	Slow 10	500	0	0		6-12 mos
	Slow 10	500	0	0	N30	6-12 mos
	Slow 30	100,000	25,000	25,000		1 mo
	Slow 30	7,500	7,500	5,000		1 mo
	Slow 30	2,500	1,000	1,000	N30	1 mo
	Slow 60	500	0	0	N30	6-12 mos
	Slow 60	500	100	0		1 mo
	Slow 90	2,500	2,500	2,500		2-3 mos
	Slow 30-90	1,000	500	100		1 mo
	Slow 30-90	250	250	250		4-5 mos
	Slow 30-90	100	100	100		
	Slow 30-90+	15,000	7,500	7,500		4-5 mos
	Slow 90+	50	50	50		
	(077)	0	0	0	Cash account	2-3 mos
06/15	Slow 60	20,000	0	0	N30	6-12 mos
03/15	Slow 60	20,000	0	0		4-5 mos
	(080) Credit refused .	100	100	100		1 mo

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated 

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	64
Status	Released
CASE NO.	J819037
Type	County Tax
Filed By	TAX COLLECTOR
Against	SHI INTERNATIONAL CORP, SAN FRANCISCO, CA
Where Filed	SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO, CA
Date Status Attained	11/20/15
Date Filed	01/03/14
Latest Info Received	12/23/15

UCC Filings

Type	Continuation
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2004-05-18
Latest Info Received	06/01/04
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Computer equipment including proceeds and products - and OTHERS
Type	Amendment
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2005-02-01
Latest Info Received	03/02/05
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Amendment
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA IBM CREDIT CORPORATION, ARMONK, NY
Debtor	SOFTWARE HOUSE INTERNATIONAL INC and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2008-10-02
Latest Info Received	11/25/08
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Continuation
Sec. Party	IBM CREDIT CORPORATION, ARMONK, NY IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SHI INTERNATIONAL CORP. and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2009-03-16
Latest Info Received	05/15/09
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-03
Latest Info Received	12/20/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ARMONK, NY
Debtor	SHI INTERNATIONAL CORP. and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-12-21
Latest Info Received	04/07/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-03-23
Latest Info Received	05/16/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	AGREEMENT and proceeds
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Type	Partial release
Sec. Party	IBM CREDIT LLC, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-06-25
Latest Info Received	09/04/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-08-01
Latest Info Received	09/28/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-11-01
Latest Info Received	01/10/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Amendment
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-11-15
Latest Info Received	02/28/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
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Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2013-02-13
Latest Info Received	04/18/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Continuation
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2014-04-16
Latest Info Received	09/09/14
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	Inventory including proceeds and products - Chattel paper including proceeds and products
Type	Original
Sec. Party	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL
Debtor	SHI INTERNATIONAL CORP
Filing No.	26077512
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-09-14
Latest Info Received	10/14/11

Type	Amendment
Sec. Party	BANC OF AMERICA LEASING & CAPITAL. LLC, CHICAGO, IL BANK OF AMERICA, NATIONAL ASSOCIATION, CHICAGO, IL
Debtor	SHI INTERNATIONAL CORP
Filing No.	26077512
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-03
Latest Info Received	02/16/12
Original UCC Filed Date	2011-09-14
Original Filing No.	26077512

Collateral	Accounts receivable and proceeds - Account(s) and proceeds
Type	Original
Sec. Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor	SHI INTERNATIONAL CORP.

Filing No. 51220974
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2015-06-25
Latest Info Received 07/31/15

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Collateral Accounts receivable and proceeds - Account(s) and proceeds
Type Original
Sec. Party CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor SHI INTERNATIONAL CORP.
Filing No. 50581191
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2013-07-25
Latest Info Received 08/16/13

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Collateral Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - and OTHERS
Type Original
Sec. Party EVERBANK COMMERCIAL FINANCE, INC., PARSIPPANY, NJ
Debtor SHI INTERNATIONAL CORP.
Filing No. 50451760
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2013-02-21
Latest Info Received 03/18/13

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Collateral Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - Computer equipment and proceeds - and OTHERS
Type Original
Sec. Party SG EQUIPMENT FINANCE USA CORP., JERSEY CITY, NJ
Debtor SHI INTERNATIONAL CORP.
Filing No. 50363506
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-10-17
Latest Info Received 12/20/12

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Collateral Accounts receivable and proceeds - Contract rights and proceeds
Type Original
Sec. Party JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, CHICAGO, IL
Debtor SHI INTERNATIONAL CORP.
Filing No. 50219681
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-04-04
Latest Info Received 04/19/12

Collateral	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
Type	Original
Sec. Party	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50126880
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-11-18
Latest Info Received	12/12/11

Collateral	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
Type	Original
Sec. Party	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50111916
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-28
Latest Info Received	11/11/11

Collateral	Equipment and proceeds
Type	Original
Sec. Party	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL EMC CORPORATION, HOPKINTON, MA
Debtor	SHI INTERNATIONAL CORP.
Filing No.	26705781
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2015-05-14
Latest Info Received	07/28/15

Government Activity		
Activity summary		
Borrower (Dir/Guar)		NO
Administrative Debt		NO
Contractor		YES
Grantee		NO
Party excluded from federal program(s)		NO
Possible candidate for socio-economic program consideration		
Labour Surplus Area		N/A
Small Business		N/A
8(A) firm		N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events

Currency: Shown in USD unless otherwise indicated 

Special Events

02/24/2016 -MERGER/ACQUISITION :

According to published reports, SHI International Corp. announced that it has acquired Eastridge, DUNS 124591228, (Winston Salem, NC).

History & Operations

Currency: Shown in USD unless otherwise indicated 

Company Overview

Company Name:	SHI INTERNATIONAL CORP.
Doing Business As :	SOFTWARE HOUSE INTERNATIONAL , S H I
Street Address:	290 Davidson Ave Somerset , NJ 08873
Phone:	732 764-8888
Fax:	732-805-0818
URL:	http://www.shi.com
History	Is clear
Operations	Profitable
Present management control	27 years
Annual Sales	5,797,204,000

History

The following information was reported: **05/06/2015**

Officer(s):	THAI LEE, CEO KOGUAN LEO, CHB HAL JAGGER, V PRES PAUL NG, CFO-SEC-V PRES MELISSA GRAHAM, V PRES CELESTE LEE, V PRES AL FITZGERALD, V PRES
DIRECTOR(S) :	THE OFFICER(S)

The New Jersey Secretary of State's business registration file showed that SHI International Corp. was registered as a corporation on November 1989, under the file registration number 0100434583.

Business started 1989 by Leo Koguan. 60% of capital stock is owned by Thai Lee. 40% of capital stock is owned by Leo Koguan.

In November 1989, Software House International Inc was formed by Leo Koguan with the purchased of assets of Software House.

THAI LEE born 1958. Thai holds an MBA from Harvard Business School.

KOGUAN LEO born 1955. Koguan holds a Master's in International Relations.

HAL JAGGER. Hal obtained his B.A. of Political Science from the University of California, Davis in 1994.

PAUL NG. 1989-present active here.

MELISSA GRAHAM. Antecedents not available.

CELESTE LEE. Celeste holds a Master's from Harvard University.

AL FITZGERALD. Antecedents not available.

Operations

05/06/2015

	Provides computer programming services, specializing in software development or applications. Provides computer and data processing, and preparation and data processing services.
Description:	Has 15,000 account(s). Terms are Net 30 days. Sells to commercial concerns and governmental accounts. Territory : International.
	Nonseasonal.
Employees:	2,850 which includes officer(s). 1,400 employed here.
Facilities:	Owns 440,000 sq. ft. in on 1st-4th floor of a five story brick a building.
Location:	Central business section on side street.
Branches:	This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.
Subsidiaries:	This business has one subsidiary.
	Shi/Government Solutions, Inc.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7371 0300 Computer software development and applications

7374 0000 Data processing and preparation

7374 9902 Data processing service

NAICS:

541511 Custom Computer Programming Services

518210 Data Processing, Hosting, and Related Services

518210 Data Processing, Hosting, and Related Services

Financials

Company Financials: D&B

05/06/2015

Two-year Statement Comparative:

	Fiscal Consolidated Dec 31 2014	Fiscal Consolidated Dec 31 2013
Current Assets	1,264,921,000	1,087,624,149
Current Liabilities	1,011,455,000	873,910,309
Current Ratio	1.25	1.24
Working Capital	253,466,000	213,713,840
Other Assets	40,967,000	42,138,512
Net Worth	294,433,000	255,852,352

Sales	5,797,204,000	5,003,074,575
Long Term Liab	0	0
Net Profit (Loss)	89,269,000	74,773,105

Additional Financial Data

Fiscal Consolidated statement dated DEC 31 2014

Assets		Liabilities	
Cash	84,268,000	Accts Pay	801,601,000
Accts Rec	1,122,641,000	Wholesale Financing Agree Advances	163,538,000
Inventory	52,776,000	Accruals	45,814,000
Prepaid Exps & Sundry Receivable	5,236,000	Due To Related Party	502,000
Curr Assets	1,264,921,000	Curr Liabs	1,011,455,000
Fixt & Equip	40,162,000	COMMON STOCK	100,000
Security Deposits & Other Assets	805,000	ADDIT. PD.-IN CAP	300,000
		ACCUM OTHER COMPREHENSIVE INCOME	1,895,000
		RETAINED EARNINGS	292,138,000
Total Assets	1,305,888,000	Total Liabilities + Equity	1,305,888,000

From JAN 01 2014 to DEC 31 2014 annual sales \$5,797,204,000; cost of goods sold \$5,354,580,000. Gross profit \$442,624,000; operating expenses \$348,727,000. Operating income \$93,897,000; other income \$794,000; other expenses \$3,512,000; net income before taxes \$91,179,000; other tax \$1,910,000. Net income \$89,269,000.

Extent of audit, if any, not indicated.

Fixed assets shown net less \$33,278,760 depreciation.

On MAY 01 2015 Akif Nizam, controller, referred to the above figures.

Request Financial Statements

Requested financials are provided bySHI INTERNATIONAL CORP.and are not DUNSRight certified.

Key Business Ratios

Statement Date	Dec 31 2014
Based on this Number of Establishments	18

Industry Norms Based On 18 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	1.5	7.8	4
Return on Net Worth %	30.3	16.8	2
Short-Term Solvency			
Current Ratio	1.3	2.6	4
Quick Ratio	1.2	2.0	3

Efficiency			
Assets to Sales %	22.5	88.1	1
Sales / Net Working Capital	22.9	3.0	1
Utilization			
Total Liabilities / Net Worth (%)	343.5	59.5	4

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PARTNERS

Immediately following is a high-level list of the products SHI is able to provide to the City of Mesa/IPA. Upon award, SHI would be happy to provide a much more comprehensive list if necessary.

3M - Computer Accessories, Digital Telephones
3M - General Accessories and Telephony
Accellion - Software
Acer - Computer Accessories, Digital Telephones
Acer - Computers
Acer - Displays and monitors
Acronis Software - General Accessories and Telephony
Acronis Software - Software
Acronis Software - Software
AddOn - Cables
AddOn - General Accessories and Telephony
AddOn - Memory
Adesso - Computer Accessories, Digital Telephones
Adobe - Software
Agate Software - Software
AlienVault - Software
Alliance Enterprises - Software
Altova - Software
APC by Schneider Electric - Computer Accessories, Digital Telephones
APC by Schneider Electric - Racks
Apple - Computer Accessories, Digital Telephones
Apple - Computers
Apple - General Accessories and Telephony
Apricorn - Storage Products
Arcserve - Software
AssetWorks - Software
ASUSTeK COMPUTER - Computer Accessories, Digital Telephones
ASUSTeK COMPUTER - Computers
ASUSTeK COMPUTER - Displays and monitors
ASUSTeK COMPUTER - General Accessories and Telephony
Atlassian - Software
Attachmate - Software
Attunity - Software
Audio - Technica - General Accessories and Telephony
Autodesk - Software
Avery - Office Supplies
Axiom Memory Solutions - Batteries
Axiom Memory Solutions - Cables
Axiom Memory Solutions - General Accessories and Telephony
Axiom Memory Solutions - Memory
Axiom Memory Solutions - Storage Products
Axway - Software
B&B Electronics Manufacturing Company - General Accessories and Telephony

Barracuda Networks - General Accessories and Telephony
Barracuda Networks - Software
Barracuda Networks - Storage Products
Battery Technology - Batteries
Battery Technology - General Accessories and Telephony
Belkin - Cables
Belkin - Computer Accessories, Digital Telephones
Belkin - Computer Bags and Cases
Belkin - General Accessories and Telephony
BenQ - Displays and monitors
Bentley Systems - Software
BeyondTrust Software - Software
Bitdefender - Software
Black Box - Cables
Black Box - Computer Accessories, Digital Telephones
Black Box - General Accessories and Telephony
Black Box - Racks
Bluebeam Software - Software
Bluebeam Software - Software
BMC Software - Software
Bomgar - Software
Box - Software
Brenthaven - Computer Bags and Cases
Brocade Communications Systems - Computer Accessories, Digital Telephones
Brocade Communications Systems - Software
Brocade Communications Systems - Software
Brother - Computer Accessories, Digital Telephones
Brother - Office Supplies
Brother - Printers
Buffalo Technology - Storage Products
BUSlink - General Accessories and Telephony
BUSlink - Storage Products
C2G - Cables
C2G - Computer Accessories, Digital Telephones
C2G - General Accessories and Telephony
CA Technologies - Software
Canon - Batteries
Canon - Cameras
Canon - Computer Accessories, Digital Telephones
Canon - General Accessories and Telephony
Canon - Printers
Carbon Black - Software
Cartegraph - Software
Case Logic - Computer Bags and Cases
Case Logic - General Accessories and Telephony
Cellebrite - Software
Check Point Software Technologies - General Accessories and Telephony
Check Point Software Technologies - Software

Cherwell - Software
Chief Manufacturing - Computer Accessories, Digital Telephones
Cisco Systems - Cables
Cisco Systems - Computer Accessories, Digital Telephones
Cisco Systems - General Accessories and Telephony
Cisco Systems - Racks
Cisco Systems - Software
Cisco Systems - Software
Cisco Systems - Storage Products
Citrix Systems - Software
CODi - Computer Bags and Cases
CommVault Systems - Software
Comprehensive Cable - Cables
Conduviv Technologies - Software
Corel - Software
CrowdStrike - Software
CSI Technology Group - Software
Da-Lite Screen - General Accessories and Telephony
Decision Lens - Software
Dell - Batteries
Dell - Cables
Dell - Computer Accessories, Digital Telephones
Dell - Computer Bags and Cases
Dell - Computers
Dell - Displays and monitors
Dell - General Accessories and Telephony
Dell - Memory
Dell - Printers
Dell - Racks
Dell - Storage Products
D-Link Systems - Computer Accessories, Digital Telephones
DocuSign - Software
Dropbox - Software
Eaton Corporation - Computer Accessories, Digital Telephones
Eaton Corporation - Racks
EDGE Memory - Memory
EDGE Memory - Storage Products
Elite Screens - General Accessories and Telephony
Embarcadero Technologies - Software
Embarcadero Technologies - Software
EMC - Software
enChoice - Software
EntIT Software LLC - Software
EntIT Software LLC - Software
Epson - Computer Accessories, Digital Telephones
Epson - General Accessories and Telephony
Epson - Printers
eReplacements - Batteries

eReplacements - General Accessories and Telephony
Ergotron - Computer Accessories, Digital Telephones
Ergotron - General Accessories and Telephony
Erwin - Software
Erwin - Software
ESET - Software
Exabeam, Inc - Software
F5 Networks - Software
Faronics - Software
Fellowes - General Accessories and Telephony
FireEye - Software
Fischer International Identity - Software
Flexera Software - Software
Forcepoint LLC - Software
ForeScout Technologies - Software
ForgeRock - Software
Fortinet - General Accessories and Telephony
Fortinet - Software
Fortinet - Software
Fujifilm - Cameras
Fujitsu - Batteries
Fujitsu - Computer Accessories, Digital Telephones
Fujitsu - Computer Bags and Cases
Fujitsu - Computers
Fujitsu - General Accessories and Telephony
Fujitsu - Memory
Fujitsu - Storage Products
Genus Technologies - Software
GFI Software - Software
GlobalSCAPE - General Accessories and Telephony
GlobalSCAPE - Software
Griffin Technology - General Accessories and Telephony
Hewlett Packard Enterprise - Cables
Hewlett Packard Enterprise - Computer Accessories, Digital Telephones
Hewlett Packard Enterprise - Computers
Hewlett Packard Enterprise - General Accessories and Telephony
Hewlett Packard Enterprise - Memory
Hewlett Packard Enterprise - Racks
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Storage Products
Honeywell - Computer Accessories, Digital Telephones
Honeywell - General Accessories and Telephony
Honeywell - Printers
Hootsuite - Software
HP, Inc. - Batteries
HP, Inc. - Computer Accessories, Digital Telephones
HP, Inc. - Computer Bags and Cases

HP, Inc. - Computers
HP, Inc. - Displays and monitors
HP, Inc. - General Accessories and Telephony
HP, Inc. - Memory
HP, Inc. - Office Supplies
HP, Inc. - Printers
HP, Inc. - Software
HP, Inc. - Storage Products
IBM - Computer Accessories, Digital Telephones
IBM - Software
Idera - Software
Imperva - Software
Imprivata, Inc. - Software
Incapsulate LLC - Software
Incipio Technologies - Computer Bags and Cases
Incipio Technologies - General Accessories and Telephony
Informatica Corporation - Software
Intel - General Accessories and Telephony
Intel - Storage Products
Intermec - Printers
Intermedix - Software
InterSystems - Software
IOGEAR - Computer Accessories, Digital Telephones
Ipswitch - Software
Ipswitch - Software
Ivanti - Software
Jabra - General Accessories and Telephony
JAMF Software - Software
JAMF Software - Software
Juniper Networks - General Accessories and Telephony
Kaspersky Labs - Software
Kaspersky Labs - Software
Kensington - Computer Accessories, Digital Telephones
Kensington - Computer Bags and Cases
Kensington - General Accessories and Telephony
Kingston Technology - Memory
Kingston Technology - Storage Products
Kodak - Cameras
Kofax Image Products - Software
Kronos - Software
Laserfiche - Software
Lawsoft - Software
Lenovo - Batteries
Lenovo - Computer Accessories, Digital Telephones
Lenovo - Computer Bags and Cases
Lenovo - Computers
Lenovo - Displays and monitors
Lenovo - General Accessories and Telephony

Lenovo - Memory
Lenovo - Racks
Lenovo - Storage Products
Lexmark International - Computer Accessories, Digital Telephones
Lexmark International - General Accessories and Telephony
Lexmark International - Printers
LG Electronics - Displays and monitors
LifeSize - Software
Lightspeed Systems - Software
LockPath, Inc - Software
Logitech - Cameras
Logitech - Computer Accessories, Digital Telephones
Logmein, Inc. - Software
LogRhythm - Software
Malwarebytes - Software
McAfee - Software
Micro Focus - Software
Micron Technology - Memory
Microsoft - Cameras
Microsoft - Computer Accessories, Digital Telephones
Microsoft - Computers
Microsoft - Software
Mimecast - Software
Mobile Edge - Computer Bags and Cases
Mobile Edge - General Accessories and Telephony
Modo Labs - Software
MuleSoft - Software
NEC - Computer Accessories, Digital Telephones
NEC - Displays and monitors
NEC - General Accessories and Telephony
NETGEAR - Computer Accessories, Digital Telephones
NETGEAR - General Accessories and Telephony
NetMotion Wireless - Software
NetOp - Software
Netscout Systems - Software
NetWrix Corporation - Software
Nimble Storage - Software
Nintex - Software
Nuance Communications - Software
Nutanix - Software
OGIO - Computer Bags and Cases
OKI - Computer Accessories, Digital Telephones
OKI - Printers
Olympus - General Accessories and Telephony
OpenText - Software
Oracle - Software
OtterBox - General Accessories and Telephony
Overland Storage - Storage Products

Palo Alto Networks - Software
Panasonic - Batteries
Panasonic - Computer Accessories, Digital Telephones
Panasonic - Computers
Panasonic - Displays and monitors
Panasonic - General Accessories and Telephony
Panasonic - Office Supplies
Panduit - Cables
Panduit - General Accessories and Telephony
Panduit - Racks
Pega - Software
Pega Systems - Software
Philips - Displays and monitors
Pitney Bowes - Software
Planar Systems - Displays and monitors
Plantronics - General Accessories and Telephony
PNY Technologies - Memory
Polycom - General Accessories and Telephony
PrinterLogic - Software
Promise Technology - General Accessories and Telephony
Proofpoint - Software
ProPhoenix - Software
QNAP Systems, Inc - General Accessories and Telephony
Qualtrics - Software
Qualys - Software
Quantum - Storage Products
Quest Software - General Accessories and Telephony
Quest Software - Software
Quest Software - Software
Quest Software - Storage Products
Rapid7 - Software
Raritan Computer - Computer Accessories, Digital Telephones
Red Gate Software - Software
Red Hat - Software
Ricoh - Computer Accessories, Digital Telephones
Ricoh - Office Supplies
Ricoh - Printers
Rocket Software, Inc. - Software
RSA Security - Software
Ruckus Wireless - General Accessories and Telephony
SailPoint - Software
Salesforce - Software
Salient Corporation - Software
Samsonite - Computer Bags and Cases
Samsung - Batteries
Samsung - Computer Accessories, Digital Telephones
Samsung - Computers
Samsung - Displays and monitors

Samsung - General Accessories and Telephony
Samsung - Memory
Samsung - Office Supplies
Samsung - Storage Products
SanDisk - Memory
SanDisk - Storage Products
SANS Institute - Software
SAP - Software
SAP BusinessObjects - Software
SAS Institute - Software
Seagate - General Accessories and Telephony
Seagate - Storage Products
Sennheiser - General Accessories and Telephony
SentinelOne - Software
Sentry Data Systems - Software
ServiceNow - Software
Sharp - Displays and monitors
SIIG - General Accessories and Telephony
Siteimprove - Software
Snow Software - Software
SolarWinds - Software
SolarWinds - Software
SonicWALL - General Accessories and Telephony
SonicWALL - Software
Sophos - Software
Spatial Data Logic - Software
Spillman Technologies, Inc. - Software
Splunk - Software
StarTech.com - Cables
StarTech.com - Computer Accessories, Digital Telephones
StarTech.com - General Accessories and Telephony
StarTech.com - Racks
StarTech.com - Storage Products
StorageCraft Technology - Software
SUPER MICRO Computer - General Accessories and Telephony
Swiftreach - Software
Symantec - Software
Symantec - Software
Tableau Software - Software
Tanium - Software
Targus - Computer Bags and Cases
Targus - General Accessories and Telephony
TechSmith - Software
Telerik - Software
Tenable Network Security - Software
Teradata - Software
ThreatTrack Security - Software
Thycotic - Software

Toshiba - Computer Accessories, Digital Telephones
Toshiba - Computers
Toshiba - Storage Products
Total Micro Technologies - Batteries
Total Micro Technologies - General Accessories and Telephony
Transcend Information - Memory
Transcend Information - Storage Products
Trend Micro - Software
Tripp Lite - Batteries
Tripp Lite - Cables
Tripp Lite - Computer Accessories, Digital Telephones
Tripp Lite - General Accessories and Telephony
Tripp Lite - Racks
TriTech Software Systems - Software
Turbonomic, Inc. - Software
Tyco Electronics - Displays and monitors
Tyler Technologies - Software
Unitrends Software - Software
Urban Factory - General Accessories and Telephony
V7 - General Accessories and Telephony
Vanguard Integrity Professionals - Software
Varonis - Software
Veeam Software - Software
Veeam Software - Software
Veracode - Software
Verbatim - Computer Accessories, Digital Telephones
Verbatim - Memory
Veritas Technologies LLC - Software
ViewSonic - Computer Accessories, Digital Telephones
ViewSonic - Displays and monitors
ViewSonic - General Accessories and Telephony
VIZIO - Displays and monitors
VMware - Software
Vmware - Software
WatchGuard Technologies - General Accessories and Telephony
Webroot Software - Software
Western Digital - General Accessories and Telephony
Western Digital - Storage Products
Xerox - Computer Accessories, Digital Telephones
Xerox - General Accessories and Telephony
Xerox - Office Supplies
Xerox - Printers
Zebra Technologies - Batteries
Zebra Technologies - Cables
Zebra Technologies - Computer Accessories, Digital Telephones
Zebra Technologies - Printers
Zix Corporation - Software
ZOHO Corporation - Software

Zonar Systems - Software
Zscaler - Software



National Pricing Discount

RFP #2018011

For each item listed on the National Priceing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

- A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
- B. Describe the catalog or index that discounts will be taken.
- C. Describe any special manufacturer pricing available to Participating Agencies.
- D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
- E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4%	SHI's Full Catalog of Systems	%	
		3) Tablets	4%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4%	SHI's Full Catalog of Systems	%	
		5) Keyboards	4%	SHI's Full Catalog of Input Devices	%	

2)	Group 2 - Input Devices	6) Mice	4%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4%	SHI's Full Catalog of Input Devices	%	
		16) Displays	4%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4%	SHI's Full Catalog of Output Devices	%	

3)	Group 3 - Output Devices	22) Dot Matrix Printers	4%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4%	SHI's Full Catalog of Output Devices	%	
		36) Desktop	4%	SHI's Full Catalog of Memory	%	
		37) Flash	4%	SHI's Full Catalog of Memory	%	

4)	Group 4 - Memory	38) Networking	4%	SHI's Full Catalog of Memory	%	
		39) Notebook	4%	SHI's Full Catalog of Memory	%	
		40) Printer / Fax	4%	SHI's Full Catalog of Memory	%	
		41) Server	4%	SHI's Full Catalog of Memory	%	
		42) Adapters Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
		43) Adapters FireWire / USB	4%	SHI's Full Catalog of Storage Devices	%	
		44) Adapters IDE/ATA/SATA	4%	SHI's Full Catalog of Storage Devices	%	
		45) Adapters RAID	4%	SHI's Full Catalog of Storage Devices	%	
		46) Adapters SCSI	4%	SHI's Full Catalog of Storage Devices	%	
		47) Bridges & Routers	4%	SHI's Full Catalog of Storage Devices	%	
		48) Disk Arrays	4%	SHI's Full Catalog of Storage Devices	%	
		49) Disk Arrays JBOD	4%	SHI's Full Catalog of Storage Devices	%	
		50) Drives Magneto-Optical	4%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4%	SHI's Full Catalog of Storage Devices	%	

5)

Group 5 - Storage Devices

54) Hard Disks - Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
55) Hard Disks - IDE/ATA/S	4%	SHI's Full Catalog of Storage Devices	%	
56) Hard Disks - Notebook	4%	SHI's Full Catalog of Storage Devices	%	
57) Hard Disks - SCSI	4%	SHI's Full Catalog of Storage Devices	%	
58) Networking Accessories	4%	SHI's Full Catalog of Storage Devices	%	
59) Optical Drives - CD-ROM	4%	SHI's Full Catalog of Storage Devices	%	
60) Optical Drives - CD-RW	4%	SHI's Full Catalog of Storage Devices	%	
61) Optical Drives - DVD-CD	4%	SHI's Full Catalog of Storage Devices	%	
62) Optical Drives - DVD-RW	4%	SHI's Full Catalog of Storage Devices	%	
63) Storage Accessories	4%	SHI's Full Catalog of Storage Devices	%	
64) Storage - NAS	4%	SHI's Full Catalog of Storage Devices	%	
65) Storage - SAN	4%	SHI's Full Catalog of Storage Devices	%	
66) Tape Autoloaders -AIT	4%	SHI's Full Catalog of Storage Devices	%	
67) Tape Autoloaders - DAT	4%	SHI's Full Catalog of Storage Devices	%	
68) Tape Autoloaders - DLT	4%	SHI's Full Catalog of Storage Devices	%	
69) Tape Autoloaders - LTO	4%	SHI's Full Catalog of Storage Devices	%	

70) Tape Drives - 4mm	4%	SHI's Full Catalog of Storage Devices	%	
71) Tape Drives - 8mm/VXA	4%	SHI's Full Catalog of Storage Devices	%	
72) Tape Drives - AIT	4%	SHI's Full Catalog of Storage Devices	%	
73) Tape Drives - DAT	4%	SHI's Full Catalog of Storage Devices	%	
74) Tape Drives - DLT	4%	SHI's Full Catalog of Storage Devices	%	
75) Tape Drives - LTO/Ultrium	4%	SHI's Full Catalog of Storage Devices	%	
76) Tape Drives SDLT	4%	SHI's Full Catalog of Storage Devices	%	
77) Tape Drives - Travan	4%	SHI's Full Catalog of Storage Devices	%	
78) 10/100 Hubs & Switches	4%	SHI's Full Catalog of Network Equipment	%	
79) Bridges & Routers	4%	SHI's Full Catalog of Network Equipment	%	
80) Gigabit Hubs & Swtiches	4%	SHI's Full Catalog of Network Equipment	%	
81) Concentrators & Multiplexers	4%	SHI's Full Catalog of Network Equipment	%	
82) Hardware Firewalls	4%	SHI's Full Catalog of Network Equipment	%	
83) Intrusion Detection	4%	SHI's Full Catalog of Network Equipment	%	
84) KVM	4%	SHI's Full Catalog of Network Equipment	%	
85) Modems	4%	SHI's Full Catalog of Network Equipment	%	

6)	Group 6 - Network Equipment	86) Network Test Equipment	4%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	4%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	4%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transcievers	4%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	4%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4%	SHI's Full Catalog of Software	%	
		96) Licensing Backup	4%	SHI's Full Catalog of Software	%	
		97) Licensing Barcode/OC	4%	SHI's Full Catalog of Software	%	
		98) Licensing Business Application	4%	SHI's Full Catalog of Software	%	
		99) Licensing CAD/CAM	4%	SHI's Full Catalog of Software	%	
		100) Licensing - Cloning	4%	SHI's Full Catalog of Software	%	
		101) Licensing - Computer Services	4%	SHI's Full Catalog of Software	%	

102) Licensince - Database	4%	SHI's Full Catalog of Software	%	
103) Licensing - Development	4%	SHI's Full Catalog of Software	%	
104) Licensing - Entertainment	4%	SHI's Full Catalog of Software	%	
105) Licensing - Financial	4%	SHI's Full Catalog of Software	%	
106) Licensing - Flow Chart	4%	SHI's Full Catalog of Software	%	
107) Licensing - Graphic Design	4%	SHI's Full Catalog of Software	%	
108) Licensing - Handheld	4%	SHI's Full Catalog of Software	%	
109) Licensing - Network OS	4%	SHI's Full Catalog of Software	%	
110) Licensing - OS	4%	SHI's Full Catalog of Software	%	
111) Licensing - Personal Organization	4%	SHI's Full Catalog of Software	%	
112) Licensing - Presentation	4%	SHI's Full Catalog of Software	%	
113) Licensing - Reference	4%	SHI's Full Catalog of Software	%	
114) Licensing - Report Analysis	4%	SHI's Full Catalog of Software	%	
115) Licensing - Spreadhseet	4%	SHI's Full Catalog of Software	%	
116) Licensing - Utilities	4%	SHI's Full Catalog of Software	%	
117) Licensing - Warranties	4%	SHI's Full Catalog of Software	%	

7)

Group 7 - Software

118) Licensing - Web Development	4%	SHI's Full Catalog of Software	%	
119) Licensing - Word Processing	4%	SHI's Full Catalog of Software	%	
120) Software - Backup	4%	SHI's Full Catalog of Software	%	
121) Software - Barcode / OCR	4%	SHI's Full Catalog of Software	%	
122) Software - Business Application	4%	SHI's Full Catalog of Software	%	
123) Software - CAD/CAM	4%	SHI's Full Catalog of Software	%	
124) Software - Cloning	4%	SHI's Full Catalog of Software	%	
125) Software - Computer Services	4%	SHI's Full Catalog of Software	%	
126) Software - Database	4%	SHI's Full Catalog of Software	%	
127) Software - Development	4%	SHI's Full Catalog of Software	%	
128) Software - Entertainment	4%	SHI's Full Catalog of Software	%	
129) Software - Financial	4%	SHI's Full Catalog of Software	%	
130) Software - Flow Chart	4%	SHI's Full Catalog of Software	%	
131) Software - Graphic Design	4%	SHI's Full Catalog of Software	%	
132) Software - Handheld	4%	SHI's Full Catalog of Software	%	
133) Software - OS	4%	SHI's Full Catalog of Software	%	

		134) Software - Personal Organization	4%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4%	SHI's Full Catalog of Media Supplies	%	

		150) Media - SLR tape	4%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4%	SHI's Full Catalog of Media Supplies	%	
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		155) Video conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		156) Voice gateways / servers	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		157) Headsets	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		158) Audo conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		159) Analog phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		160) Accessories	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		161) Advanced Integration	4%	SHI's Full Catalog of Other	%	
		162) Asset Disposal	4%	SHI's Full Catalog of Other	%	

163) Asset Management	4%	SHI's Full Catalog of Other	%	
164) Cables	4%	SHI's Full Catalog of Other	%	
165) Cables - custom	4%	SHI's Full Catalog of Other	%	
166) Cables - printer	4%	SHI's Full Catalog of Other	%	
167) Complex warranties	4%	SHI's Full Catalog of Other	%	
168) Desktop Accessories	4%	SHI's Full Catalog of Other	%	
169) Display Accessories	4%	SHI's Full Catalog of Other	%	
170) Electronic Services	4%	SHI's Full Catalog of Other	%	
171) Handheld Accessories	4%	SHI's Full Catalog of Other	%	
172) Imaging Accessories	4%	SHI's Full Catalog of Other	%	
173) Imaging - Camcorders	4%	SHI's Full Catalog of Other	%	
174) Imaging - Digital Cameras	4%	SHI's Full Catalog of Other	%	
175) Intrenal Lab Service	4%	SHI's Full Catalog of Other	%	
176) Lab fees	4%	SHI's Full Catalog of Other	%	
177) Managed Services	4%	SHI's Full Catalog of Other	%	
178) Miscellaneous solutions	4%	SHI's Full Catalog of Other	%	

179) Mounting hardware for vehicles	4%	SHI's Full Catalog of Other	%	
180) Networking Warranties	4%	SHI's Full Catalog of Other	%	
181) Notebook Accessories	4%	SHI's Full Catalog of Other	%	
182) Notebook Batteries	4%	SHI's Full Catalog of Other	%	
183) PC Lab order services	4%	SHI's Full Catalog of Other	%	
184) POS Accessories	4%	SHI's Full Catalog of Other	%	
185) POS Displays	4%	SHI's Full Catalog of Other	%	
186) Power Accessories	4%	SHI's Full Catalog of Other	%	
187) Power Surge Protection	4%	SHI's Full Catalog of Other	%	
188) Power UPS	4%	SHI's Full Catalog of Other	%	
189) Server Accessories	4%	SHI's Full Catalog of Other	%	
190) Service Charge	4%	SHI's Full Catalog of Other	%	
191) System Components	4%	SHI's Full Catalog of Other	%	
192) Training Courses	4%	SHI's Full Catalog of Other	%	
193) Training Reference Manuals	4%	SHI's Full Catalog of Other	%	
194) Warranties - Electronic	4%	SHI's Full Catalog of Other	%	

195) iPad / Tablet Stylus	4%	SHI's Full Catalog of Other	%	
196) Mouse / Wrist Pads	4%	SHI's Full Catalog of Other	%	
197) Security Locks and Hardware	4%	SHI's Full Catalog of Other	%	
198) Tools	4%	SHI's Full Catalog of Other	%	
199) Document Scanner Accessories	4%	SHI's Full Catalog of Other	%	
200) Flatbed Scanners	4%	SHI's Full Catalog of Other	%	
201) Mobile Scanners	4%	SHI's Full Catalog of Other	%	
202) Network Scanners	4%	SHI's Full Catalog of Other	%	
203) Sheetfed Scanners	4%	SHI's Full Catalog of Other	%	
204) Wide Format Scanners	4%	SHI's Full Catalog of Other	%	
205) Workgroup / Department Scanner	4%	SHI's Full Catalog of Other	%	
206) Build to Order Desktops	4%	SHI's Full Catalog of Other	%	
207) Nettop	4%	SHI's Full Catalog of Other	%	
208) Point of Sale	4%	SHI's Full Catalog of Other	%	
209) Ultra Small Form Factor	4%	SHI's Full Catalog of Other	%	
210) Apple / Mac Memory Upgrades	4%	SHI's Full Catalog of Other	%	

10)

Group 10 - Other

211) Chips / SIMMs/SIPPs / ROMs	4%	SHI's Full Catalog of Other	%	
212) Computer Cases	4%	SHI's Full Catalog of Other	%	
213) CPUs / Fans	4%	SHI's Full Catalog of Other	%	
214) Membory Accessories	4%	SHI's Full Catalog of Other	%	
215) Motherboards / Chassis	4%	SHI's Full Catalog of Other	%	
216) 1 - 2 port Serial Boards	4%	SHI's Full Catalog of Other	%	
217) 3+ port Serial Boards	4%	SHI's Full Catalog of Other	%	
218) Console Server	4%	SHI's Full Catalog of Other	%	
219) Device Server	4%	SHI's Full Catalog of Other	%	
220) Terminal Server	4%	SHI's Full Catalog of Other	%	
221) Content Management	4%	SHI's Full Catalog of Other	%	
222) Firewall / VPN Applicances	4%	SHI's Full Catalog of Other	%	
223) Multifunction Security Appliances	4%	SHI's Full Catalog of Other	%	
224) Network Camera Accessories	4%	SHI's Full Catalog of Other	%	
225) Network Cameras	4%	SHI's Full Catalog of Other	%	
226) Physical/Environmental Security	4%	SHI's Full Catalog of Other	%	

227) Security Appliance Accessories	4%	SHI's Full Catalog of Other	%	
228) Security Tokens	4%	SHI's Full Catalog of Other	%	
229) Unified Threat Management	4%	SHI's Full Catalog of Other	%	
230) 2-way Radios / Walkie Talkies	4%	SHI's Full Catalog of Other	%	
231) Apple Notebooks	4%	SHI's Full Catalog of Other	%	
232) Convertible PCs / Slate PCs / iPad	4%	SHI's Full Catalog of Other	%	
233) iPad	4%	SHI's Full Catalog of Other	%	
234) Slate Tablet Computers	4%	SHI's Full Catalog of Other	%	
235) GPS / PDA	4%	SHI's Full Catalog of Other	%	
236) Wireless Communication Devices	4%	SHI's Full Catalog of Other	%	
237) Batteries	4%	SHI's Full Catalog of Other	%	
238) Power Supplies / Adapters	4%	SHI's Full Catalog of Other	%	
239) Rackmount Equipment	4%	SHI's Full Catalog of Other	%	
240) Remote Power Management	4%	SHI's Full Catalog of Other	%	
241) Surge Suppressors	4%	SHI's Full Catalog of Other	%	
242) UPS / Battery Backup	4%	SHI's Full Catalog of Other	%	

243) 14" & smaller LCD Display	4%	SHI's Full Catalog of Other	%	
244) 15-19" LCD Display	4%	SHI's Full Catalog of Other	%	
245) 15-19" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
246) 15-19" Wide LED Display	4%	SHI's Full Catalog of Other	%	
247) 20-30" LCD Display	4%	SHI's Full Catalog of Other	%	
248) 20-30" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
249) 20-30" Wide LED Display	4%	SHI's Full Catalog of Other	%	
250) PCoIP and Zero Client Displays	4%	SHI's Full Catalog of Other	%	
251) Arm Mounts	4%	SHI's Full Catalog of Other	%	
252) Ceiling Mounts	4%	SHI's Full Catalog of Other	%	
253) Combo Mounts	4%	SHI's Full Catalog of Other	%	
254) Desktop Stands / Risers	4%	SHI's Full Catalog of Other	%	
255) Flat Wall Mounts	4%	SHI's Full Catalog of Other	%	
256) Mount Accessories	4%	SHI's Full Catalog of Other	%	
257) Pole Display	4%	SHI's Full Catalog of Other	%	
258) Stands / Carts / Feet	4%	SHI's Full Catalog of Other	%	

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customer public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be found at www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published Price. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our pricing structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

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Item Description	Item Number	Unit of Measure	% Off Catalog Discount (As identified on National Pricing Tab)	MSRP Price	Extended Price (MSRP - % Off Catalog)
HP EliteBook x360 1030 G2 (Energy Star)	1BS95UT#ABA	EA	4.00%	\$ 1,339.00	\$ 1,285.44
10.5-inch Apple iPad Pro Wi-Fi + Cellular 64GB - Space Gray	MQEY2LL/A	EA	4.00%	\$ 825.00	\$ 792.00
Dell OptiPlex 7050 Small Form Factor	S028O7050SFFUSR 83F9F	EA	4.00%	\$1,055.45	\$ 1,013.23
Dell Latitude 5480 Laptop	S022L548014USR 4C99R	EA	4.00%	\$1,143.91	\$ 1,098.16
Samsung Galaxy Tab E - Tablet - Android 6.0 (Marshmallow) - 16GB - 8" - 4G	SM-T377VZKAVZW	EA	4.00%	\$ 210.00	\$ 201.60
Logitech MX800 Wireless Keyboard & Mouse	920-006237	EA	4.00%	\$ 141.00	\$ 135.36
Microsoft Designer Bluetooth Desktop Keyboard and Mouse set	7N9-00001	EA	4.00%	\$ 83.00	\$ 79.68
Microsoft Wireless Comfort Desktop 5050 Keyboard and Mouse set	PP4-00001	EA	4.00%	\$ 58.00	\$ 55.68
Logitech MK120 USB Wired Keyboard/Mouse set	920-002565	EA	4.00%	\$ 14.00	\$ 13.44
Kensington Pro Fit Keyboard and Mouse set	K72324US	EA	4.00%	\$ 32.00	\$ 30.72
HP 27ER 27 Inch Display	T3M88AA#ABA	EA	4.00%	\$241.63	\$ 231.96
HP DesignJet T830 36-in Multifunction Printer	F9A30A#B1K	EA	4.00%	\$ 6,907.00	\$ 6,630.72
Dell UltraSharp 27" 4K Monitor	U2718Q	EA	4.00%	\$ 643.00	\$ 617.28
InFocus IN1116 - DLP Projector - Portable - 3D	IN1116	EA	4.00%	\$ 887.00	\$ 851.52
PNY NVIDIA NVS 810 Graphics Card - 2GPU's - NVS 810 - 4GB	VCNVS810DVI-PB	EA	4.00%	\$ 704.00	\$ 675.84
Kingston DDR4-32 GB- DIMM 288-pin	KTH-PL424/32G	EA	4.00%	\$ 410.00	\$ 393.60
Cisco DDR4-32 GB- DIMM 288-pin	UCS-MR-1X322RV-A	EA	4.00%	\$710.48	\$ 682.06
Cisco DDR3L-32 GB- LRDIMM 240-pin	UCS-ML-1X324RY-A	EA	4.00%	\$821.34	\$ 788.49
Kingston DDR3-64 GB- DIMM 240-pin	KVR16R11D4K4/64-CT64G4LFO424A	EA	4.00%	\$978.90	\$ 939.75
Proline - DDR - 1GB - DIMM 184-pin	ASA5510-MEM-1GBCDW	EA	4.00%	\$ 237.51	\$ 228.01
Western Digital Red 6 TB internal HD	WD60EFRX	EA	4.00%	\$ 261.00	\$ 250.56

Seagate Video 3.5 HDD ST4000VM000 4TB	ST4000VM000 ST4000VX007	EA	4.00%	\$134.30	\$ 128.93
Dell PowerVault RD1000 RDX USB-external	RD1000	EA	4.00%	\$ 162.00	\$ 155.52
Samsung 850 EVO 250 GB Internal SSD	MZ-75E250B/AM	EA	4.00%	\$ 113.00	\$ 108.48
SanDisk Cruzer Blade - USB flash drive 8 GB	SDCZ50-008G-B35	EA	4.00%	\$ 6.00	\$ 5.76
Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray	N7K-C7010=	EA	4.00%	\$ 17,700.00	\$ 16,992.00
Extreme Networks C-Series C5 C5G124-24P2 Switch 24 ports Managed	C5G124-24P2	EA	4.00%	\$4,895.06	\$ 4,699.26
Juniper EX4200 24F - Switch - Managed	EX4200-24F-TAA	EA	4.00%	\$10,758.00	\$ 10,327.68
Ruckus ZoneFlex R600 - Wireless Access Point	901-R600-US00	EA	4.00%	\$ 811.00	\$ 778.56
Juniper EX 2200 24P switch managed	EX2200-24P-4G	EA	4.00%	\$ 1,433.00	\$ 1,375.68
Adobe Acrobat Pro 2017 - License - 1User	65280374AF01A00	EA	4.00%	\$407.97	\$ 391.65
Adobe Acrobat Standard 2017 - License - 1 User	65280416AD01A00	EA	4.00%	\$ 310.00	\$ 297.60
Microsoft Project Professional 2016 - Box Pack - 1PC	H30-05451	EA	4.00%	\$ 1,021.00	\$ 980.16
Microsoft Windows 10 Pro License 1User	FQC-08930	EA	4.00%	\$ 157.00	\$ 150.72
Nuance Dragon Naturally Speaking Premium Box Pack Version (13) 1User	K609A-G00-13.0	EA	4.00%	\$ 195.00	\$ 187.20
Verbatim DataLifePlus DVD-R Media 50 Pack	95078	PK	4.00%	\$ 19.00	\$ 18.24
Memorex DVD+R x 25 Storage media	05618 05638	PK	4.00%	\$18.10	\$ 17.38
Kingston Data Traveler SE9 G2 16GB USB 3.0	DTSE9G2/16GB	EA	4.00%	\$ 15.00	\$ 14.40
Apricorn Aegis Secure Key 3.0 - USB Flash Drive - 120GB	ASK3-120GB	EA	4.00%	\$ 236.00	\$ 226.56
Optical Quantum White Inkjet Hub Printable BD-R	OQBDRDL06WIPH-25	EA	4.00%	\$72.36	\$ 69.47
OpenScope Desk Phone	IP-55G SIPL30250-F600-C281	EA	4.00%	\$528.50	\$ 507.36
MediaTrix C711 8 FXS Gateway	C711-01-MX-D2000-K-000	EA	4.00%	\$371.20	\$ 356.35
Avaya Business Series Terminal T7208 -- Digital-Phone	NT8B26AAMAE6	EA	4.00%	#N/A	#N/A
APC1500VA	SMT1500	EA	4.00%	\$ 524.00	\$ 503.04
APC Smart-UPS X 3000VA Rack UPS	SMX3000RMLV2U	EA	4.00%	\$ 1,547.00	\$ 1,485.12
AirMagnet Survey Pro/Planner and Spectrum XT Bundle - License and Media (1 license)	AM/A1580	EA	4.00%	\$ 5,610.00	\$ 5,385.60

<u>Total Price</u>	\$ 62,157.82
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DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Vendor Name __SHI International Corp__



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 10, 2020		
Agenda Item Name		
Piggyback Agreement		
Requested Action		
Recommend to approve a piggyback contract number 19-B-645 from City of Largo with BLD Services, LLC. to provide Trenchless Sanitary and Storm Sewer Rehabilitation.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the City of Largo number 19-B-645, to obtain the services of trenchless sanitary and storm sewer rehabilitation. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2111-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that Council approve to piggyback the City of Largo contract number 19-B-645. The City of Largo contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 1 year agreement with 1 additional 1-year renewal at the option of the city.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual value of this contract is \$100,000 and is included in the current year approved budget.		
Account Number: 42535-66305-35108		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. BLD Services largo contract to piggyback lateral lining	BLD Services largo contract to piggyback lateral lining.pdf	
2. RFI 2111-002	RFI 2111-002.pdf	

Bidder will complete the Work for the following prices:

BLD SERVICES, LLC
2424 TYLER STREET
KENNER, LA 70062
504-466-1344

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 1	Cured-In-Place Pipe (CIPP) Main Line Lining				
1	8 in. x 6 mm CIPP	35,000	LF	N/A	N/A
2	Cost for each 1.5 mm Increase in Thickness of 8 in. Liner	15,000	LF	N/A	N/A
3	10 in. x 6 mm CIPP	7,500	LF	N/A	N/A
4	Cost for each 1.5 mm Increase in Thickness of 10 in. Liner	5,000	LF	N/A	N/A
5	12 in. x 6 mm CIPP	2,500	LF	N/A	N/A
6	Cost for each 1.5 mm Increase in Thickness of 12 in. Liner	1,500	LF	N/A	N/A
7	15 in. x 6 mm CIPP	1,000	LF	N/A	N/A
8	Cost for each 1.5 mm Increase in Thickness of 15 in. Liner	500	LF	N/A	N/A
9	18 in. x 6 mm CIPP	1,000	LF	N/A	N/A
10	Cost for each 1.5 mm Increase in Thickness of 18 in. Liner	500	LF	N/A	N/A
11	21 in. x 7.5 mm CIPP	250	LF	N/A	N/A
12	Cost for each 1.5 mm Increase in Thickness of 21 in. Liner	150	LF	N/A	N/A
13	24 in. x 7.5 mm CIPP	500	LF	N/A	N/A
14	Cost for each 1.5 mm Increase in Thickness of 24 in. Liner	250	LF	N/A	N/A
15	30 in. x 9 mm CIPP	500	LF	N/A	N/A
16	Cost for each 1.5 mm Increase in Thickness of 30 in. Liner	250	LF	N/A	N/A
17	36 in. x 10.5 mm CIPP	500	LF	N/A	N/A
18	Cost for each 1.5 mm Increase in Thickness of 36 in. Liner	250	LF	N/A	N/A
19	42 in. x 10.5 mm CIPP	400	LF	N/A	N/A
20	Cost for each 1.5 mm Increase in Thickness of 42 in. Liner	200	LF	N/A	N/A
21	48 in. x 12 mm CIPP	400	LF	N/A	N/A
22	Cost for each 1.5 mm Increase in Thickness of 48 in. Liner	200	LF	N/A	N/A
23	54 in. x 12 mm CIPP	300	LF	N/A	N/A
24	Cost for each 1.5 mm Increase in Thickness of 54 in. Liner	200	LF	N/A	N/A
25	60 in. x 12 mm CIPP	300	LF	N/A	N/A
26	Cost for each 1.5 mm Increase in Thickness of 60 in. Liner	200	LF	N/A	N/A

Bidder will complete the Work for the following prices:

BLD SERVICES, LLC
2424 TYLER STREET
KENNER, LA 70062
504-466-1344

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
27	72 in. x 12 mm CIPP	300	LF	N/A	N/A
28	Cost for each 1.5 mm Increase in Thickness of 72 in. Liner	200	LF	N/A	N/A
29	84 in. x 12 mm CIPP	200	LF	N/A	N/A
30	Cost for each 1.5 mm Increase in Thickness of 84 in. Liner	150	LF	N/A	N/A
Group 1 Total Bid:				N/A	
Group 2	Fold and Form Liner - PVC				
31	8" Fold and Form PVC Liner	8,000	LF	N/A	N/A
32	10" Fold and Form PVC Liner	2,500	LF	N/A	N/A
33	12" Fold and Form PVC Liner	2,500	LF	N/A	N/A
Group 2 Total Bid:				N/A	
Group 3	Cured-In-Place Pipe (CIPP) Service Lateral Lining				
34	Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF	500	EA	250.00	125,000.00
35	Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.	5,000	LF	0.25	1,250.00
36	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF	200	EA	75.00	15,000.00
37	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft.	2,500	LF	0.25	625.00
38	CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System	250	EA	2,985.00	746,250.00
39	CIPP Lateral Liner, 4" -6" Dia. Per LF Beyond Initial 30 Ft.	3,750	LF	10.00	37,500.00
40	Clean-Out Installation in Grass Area (Up to 5 ft. in depth)	100	EA	850.00	85,000.00
41	Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)	10	EA	1,000.00	10,000.00
42	Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)	100	EA	1,200.00	120,000.00
43	Clean-Out Installation (Beyond 5 ft. in depth)	150	VF	150.00	22,500.00
Group 3 Total Bid:				\$1,163,125.00	

Bidder will complete the Work for the following prices:

BLD SERVICES, LLC
2424 TYLER STREET
KENNER, LA 70062
504-466-1344

SCHEDULE OF BID PRICES

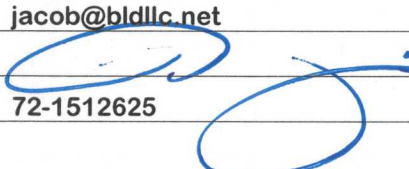
Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 4 Joint Sealing with Chemical Grout					
44	Test Joint - 8" Dia.	3,000	EA	N/A	N/A
45	Test Joint - 10" Dia.	1,000	EA	N/A	N/A
46	Test Joint - 12" Dia.	1,000	EA	N/A	N/A
47	Grout Seal Failed Joints - 8" Dia	2,000	EA	N/A	N/A
48	Grout Seal Failed Joints - 10" Dia	750	EA	N/A	N/A
49	Grout Seal Failed Joints - 12" Dia	750	EA	N/A	N/A
50	Seal Service Lateral Connections	250	EA	N/A	N/A
Group 4 Total Bid:				N/A	
Group 5 Common Work Tasks					
51	Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order	10	EA	1,500.00	15,000.00
52	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	15	EA	500.00	7,500.00
53	Maintenance of Traffic, FDOT	10	DAY	800.00	8,000.00
54	Maintenance of Traffic, City/County Arterial/Collector	30	DAY	600.00	18,000.00
55	Maintenance of Traffic, City/County Minor/Residential	50	DAY	400.00	20,000.00
56	Work in Rear Easements and/or Away From Travelways	30	EA	1,000.00	30,000.00
57	Specialty Cleaning, 8" Dia. (Groups 1, and 2)	500	LF	N/A	N/A
58	Specialty Cleaning, 10"- 18" Dia. (Groups 1, and 2)	500	LF	N/A	N/A
59	Specialty Cleaning, 24"-36" Dia. (Group 1 Only)	300	LF	N/A	N/A
60	Specialty Cleaning, 42"-54" Dia. (Group 1 Only)	300	LF	N/A	N/A
61	Specialty Cleaning, 60"-84" Dia. (Group 1 Only)	200	LF	N/A	N/A
62	Hammer Tap Removal	10	EA	500.00	5,000.00
63	Lateral Reinstatement and Grouting (Groups 1, and 2)	500	EA	N/A	N/A
64	Warranty Cleaning and CCTV Inspection	15,000	LF	2.50	37,500.00
Group 5 Total Bid:				\$141,000.00	

**CITY OF LARGO, FLORIDA
BID FORM
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645**

The undersigned bidder does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated.

**IT IS BIDDERS RESPONSIBILITY TO CHECK THE WEBSITE www.largo.com
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

**THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN
HIS/HER OWN NAME.**

BIDDER NAME:	<u>BLD SERVICES, LLC</u>
ADDRESS:	<u>2424 TYLER STREET, KENNER, LA 70062</u>
PURCHASE ORDER ADDRESS:	<u>2424 TYLER STREET, KENNER, LA 70062</u>
PHONE NUMBER:	<u>504-466-1344</u>
FAX NUMBER:	<u>504-461-5971</u>
COMPANY CONTACT (REP):	<u>JACOB TRAPANI</u>
EMAIL ADDRESS(REP):	<u>jacob@bldllc.net</u>
SIGNATURE:	<u></u>
TAX ID# SSN or EIN:	<u>72-1512625</u>

**CITY OF LARGO, FLORIDA
REFERENCE INFORMATION
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645**

Organization CITY OF NAPLES, FL
Contact Person ADAM RIVERA
Address 380 RIVERSIDE CIRCLE
City NAPLES State FL Zip 34102 Phone Number (239) 213-4721
Project Cost \$300,000.00 Date Performed 03/31/18
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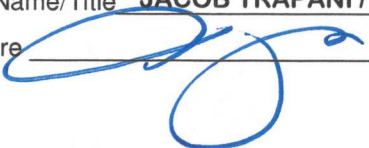
Organization CITY OF TAMARAC, FL  
Contact Person JERRY ROBINSON  
Address 10101 STATE STREET  
City TAMARAC State FL Zip 33321 Phone Number (954) 597-3753  
Project Cost \$7,743,035.00 Date Performed 2017 / 2018  
~~~~~

Organization CITY OF ST PETERSBURG, FL
Contact Person MATTHEW WILSON
Address ONE 4TH STREET NORTH, 5TH FLOOR
City ST PETERSBURG State FL Zip 33701 Phone Number (727) 892-5658
Project Cost \$900,000.00 Date Performed 2017/2018
~~~~~

Organization MANATEE COUNTY, FL  
Contact Person ED FERENCE  
Address 1112 MANATEE COUNTY AVE W, SUITE 803  
City BRADENTON State FL Zip 34205 Phone Number (941) 749-0314  
Project Cost \$461,500.00 Date Performed 07/25/17  
~~~~~

Organization ESCAMBIA COUNTY UTILITIES AUTHORITY
Contact Person JUSTIN MIDGETTE
Address POST OFFICE BOX 17089
City PENSACOLA State FL Zip 32522 Phone Number (850) 969-5825
Project Cost \$5,366,555.00 Date Performed 2014/2015
~~~~~

Representative Typed Name/Title JACOB TRAPANI / VICE PRESIDENT

Representative Signature  Firm BLD SERVICES, LLC



N/A

CITY OF LARGO, FLORIDA  
STATEMENT OF NO BID  
FOR  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION  
BID # 19-B-645

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO:  
City of Largo, Office of Management and Budget, Post Office Box 296, Largo, FL 33779-0296.  
OR **FAX THIS PAGE ONLY to (727) 586-7420**, OR EMAIL to [jwheaton@largo.com](mailto:jwheaton@largo.com)  
WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- \_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- \_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- \_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- \_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS.
- \_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

\_\_\_\_\_

\_\_\_\_\_

**WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF LARGO FOR FUTURE PROJECTS.**

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Company name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_



**INSURANCE REQUIREMENTS CHECKLIST  
FOR BID # 19-B-645**

**Items marked "X" must be provided**

|              |                                           |                                                      |
|--------------|-------------------------------------------|------------------------------------------------------|
| <u>  X  </u> | <b>General Liability</b>                  | <b>Minimum Limits Required</b>                       |
|              | <u>  X  </u> Commercial General Liability | \$ <u>2,000,000</u> General Aggregate                |
|              | <u>  X  </u> Occurrence Form              | \$ <u>1,000,000</u> Product/Complete Operations Agg. |
|              | _____                                     | \$ <u>1,000,000</u> Personal & Advertising Injury    |
|              | _____                                     | \$ <u>1,000,000</u> Each Occurrence                  |
|              | _____                                     | \$ _____                                             |

|              |                             |                                               |
|--------------|-----------------------------|-----------------------------------------------|
| <u>  X  </u> | <b>Automobile Liability</b> |                                               |
|              | Owned, Hired & Non-Owned    | \$ <u>1,000,000</u> Combined Single Limit per |
|              | Occurrence                  |                                               |

|              |                                                           |                                           |
|--------------|-----------------------------------------------------------|-------------------------------------------|
| <u>  X  </u> | <b>Worker's Compensation<br/>and Employer's Liability</b> | <b>Statutory</b>                          |
|              |                                                           | \$ <u>100,000</u> Each Accident           |
|              |                                                           | \$ <u>500,000</u> Disease - Policy Limit  |
|              |                                                           | \$ <u>100,000</u> Disease - Each employee |

|       |                                                        |                              |
|-------|--------------------------------------------------------|------------------------------|
| _____ | <b>Professional Liability - Errors &amp; Omissions</b> | (*To be completed by Bidder) |
|       | * Deductible: \$ _____                                 | \$ _____ Aggregate           |
|       | * Claims Made (Y/N): _____                             | \$ _____ Each Claim          |
|       | * Occurrence (Y/N): _____                              |                              |
|       | * Defense included in Limits (Y/N): _____              |                              |

|       |                                            |                                               |
|-------|--------------------------------------------|-----------------------------------------------|
| _____ | <b>Builder's Risk/Installation Floater</b> | (* To be completed by Bidder)                 |
|       | * Flood Included \$ _____ Limit            | \$ _____ 100% of Completed or Installed Value |
|       | * Transportation Included \$ _____ Limit   | All-Risk Form                                 |
|       | * Storage Included \$ _____ Limit          |                                               |

**City Must Be A Named Insured. Copy of Policy Will Be Required.**

|       |              |          |
|-------|--------------|----------|
| _____ | <b>Other</b> |          |
|       | _____        | \$ _____ |
|       | _____        | \$ _____ |

  X   The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.

  X   Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP/Bid. Vendor/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).

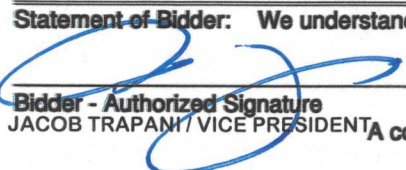
  X   Certificates must identify bid number and bid title.

\_\_\_\_\_ Subcontractors must carry same Insurance limits.

\_\_\_\_\_ Insurance Carrier should be A rated.

\_\_\_\_\_ The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP/Bid and/or any Purchase Order issued in accordance with this RFP/Bid

**Statement of Bidder: We understand the requirements requested and agree to comply fully.**

  
**Bidder - Authorized Signature**  
JACOB TRAPANI / VICE PRESIDENT

**A complete copy of this form with original signature must accompany bid.**

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**BLD SERVICES, LLC**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P**

☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**2424 TYLER STREET**

City, state, and ZIP code

**KENNER, LA 70062**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**72 : 1512625**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ **09/14/18**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## ATTACHMENTS

### WORK SUMMARY

### GENERAL CONDITIONS

### TECHNICAL SPECIFICATIONS

#### DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK  
01025 MEASUREMENT AND PAYMENT  
01045 CUTTING AND PATCHING  
01530 BARRIERS  
01570 TRAFFIC CONTROL

#### DIVISION 2 - SITE WORK

02512 CONCRETE SIDEWALK RESTORATION  
02574 PAVEMENT REMOVAL AND REPLACEMENT  
02934 SODDING

#### TRENCHLESS REHABILITATION SPECIFICATIONS

- SANITARY SEWER LINE CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION
- CURED-IN-PLACE PIPE
- THERMOFORMED (FOLD AND FORM) POLYVINYL CHLORIDE (PVC) LINERS
- CHEMICAL GROUTING

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- CHEMICAL GROUTING





# City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Engineering Services Department  
Jerald Woloszynski, P.E., Engineering Director

Engineering Services Division: (727) 587-6713  
Engineering Services FAX: (727) 586-7413

## **TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID NO. 19-B-645 City of Largo, Florida**

### **WORK SUMMARY**

#### **Scope of Work**

This project provides for the rehabilitation of pipelines and conduits (8 through 84 inch, and laterals) by various trenchless methods on an “as needed” basis. These rehabilitation methods may be used in a variety of gravity and pressure applications such as sanitary sewers storm sewers and force mains. Pipelines for rehabilitation on this project consist primarily of vitrified clay pipe, with some ductile iron pipe, reinforced concrete pipe and corrugated metal pipe. The City reserves the right to award separate contracts for the various trenchless methods. The decision on which method will be used in any given situation will be made at the sole discretion of the City. The repairs assigned to the Contractor may require prioritization by the City. The Engineer may order the Contractor to accomplish the work in accordance with a given chronological sequence.

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed. The term of this bid will be from the date of award through September 30, 2016. The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.

The indemnification provision contained in the General Conditions is incorporated herein, and made a part hereof, as if fully set forth herein.

***The contractor shall submit, for the purposes of bidding, a completed Schedule of Bid Prices and executed General Conditions. Failure to provide both documents shall result in an unresponsive bid.***

#### **Construction Standards**

All construction within the City of Largo limits shall conform to the provided technical specifications and the City of Largo Engineering Design and Construction Standards available at [https://www.largo.com/document\\_center/Engineering/Engineering%20Design%20Construction%20Standards.pdf](https://www.largo.com/document_center/Engineering/Engineering%20Design%20Construction%20Standards.pdf) unless otherwise directed by the City Engineer.

#### **As-Built Drawings**

The Contractor will not be required to furnish as-built drawings under this section of the Contract, but shall be required to furnish a complete bill of materials used at each repair and a detailed invoice

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outlining total quantities for each pay item being invoiced and a corresponding list of line segments (manhole to manhole), or lateral address, rehabilitated under the invoiced work.

#### Traffic Control and Barriers

The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. All traffic control devices and barriers utilized during construction shall be provided by the Contractor as stipulated under Pay Items No. 56, 57 & 58. and meet there requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

#### Bypass Pumping

The City lines, during most repair work, may be plugged to prevent the continuous flow of wastewater or stormwater into the area of work. At the direction of the Engineer, the Contractor will install bypass pumping equipment to reroute flow, as an alternate to line plugging. The Contractor will be responsible for mobilization, setup, coordination, and operation of all bypass pumping equipment, including any additional traffic control measures that may be required. Bypass pumping will be continued until directed to cease by the Engineer. The City shall identify the appropriate discharge location for all flow that is bypass pumped.

#### Completion and Guarantee

The work at each location will be considered complete upon written notification by the Engineer to the Contractor of its final acceptance. The date of such notification shall also establish the beginning date of the warranty period, as indicated ion the technical specification for the particular rehabilitation method, and in accordance with the General Conditions. This guarantee shall be exclusive of manufacturer s guarantees or warranties exceeding this period.

#### Permits

The Contractor will obtain all permits necessary for performance of the work identified herein, unless otherwise noted or specified.

#### Safety

1. Contractor will report any condition to the City of Largo which may pose a threat to the health and welfare of employees of the City, Contractor, or the general public.
2. Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
3. Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.
4. Contractor shall comply with all local, state and federal safety requirements, including but not limited to OSHA.

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**STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT  
FOR  
THE CITY OF LARGO  
FLORIDA**

## GENERAL CONDITIONS

### ARTICLE I – DEFINITIONS

---

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the contract documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between the CITY and CONTRACTOR covering the Work to be performed; when other Contract Documents are attached to the Agreement, they become a part of the contract. The Agreement is also referred to as the Contract.

APPLICATION FOR PAYMENT - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed, properly signed or guaranteed.

BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of the CONTRACTOR to perform the work specified in the contract documents.

CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays and regardless of the weather.

CHANGE ORDER - A document recommended by ENGINEER which is signed by the CONTRACTOR and the CITY which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement.

CITY - The City of Largo, Florida, a Florida municipal corporation, its authorized and legal representatives, the public entity with whom the Contractor has entered into the agreement and for whom the work is to be provided.

CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent the CONTRACTOR. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by the CONTRACTOR. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.

CONTRACT DOCUMENTS - The Invitation to Bid, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, Addenda and Change Orders executed pursuant to the Contract Documents.

CONTRACT PRICE - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Agreement to furnish the Work called for in the Contract Documents.

DEFECTIVE WORK - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the ENGINEER'S recommendation of final payment.

DRAWINGS - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the

Work, which have been prepared or approved by ENGINEER and which are considered part of the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.

ENGINEER(S) - City of Largo Community Development Department, Engineering Division or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

FIELD ORDER - A written order by the ENGINEER that does not impact the cost or time of performance of the Work.

GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.

LAWS AND REGULATIONS; LAWS OR REGULATIONS - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

NOTICE OF AWARD - The official written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY may enter into an Agreement.

NOTICE TO PROCEED - The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time.

PARTIAL UTILIZATION - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE (RPR) - The resident project representative, shall be in attendance at the project site during performance of the Work and shall represent the CITY directly or through

the ENGINEER. Responsibilities of the RPR are further defined in Paragraph 9.3 of these General Conditions.

SHOP DRAWINGS - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS - (Same definition as for Technical Specifications hereinafter).

SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

SURETY - Any person, firm or corporation which is bound by bid or contract bond with and for the CONTRACTOR.

TECHNICAL SPECIFICATIONS - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

**UNDERGROUND FACILITIES** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

**UNIT PRICE WORK** - Work to be paid for on the basis of unit prices.

**WORK** - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals and the furnishing thereof.

**WORK DIRECTIVE CHANGE** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CITY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

**WRITTEN AMENDMENT** - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

## **ARTICLE 2 - PRELIMINARY MATTERS**

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### **DELIVERY OF DOCUMENTS:**

2.1. When the CONTRACTOR delivers the signed Agreements to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as

the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

### **COPIES OF DOCUMENTS:**

2.2. The CITY shall furnish to CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

2.3. The Contract Time will commence to run on the day indicated in any Notice to Proceed. A Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

### **STARTING THE PROJECT:**

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract time commences to run.

### **BEFORE STARTING CONSTRUCTION:**

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. At the pre-construction conference, CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and,

2.6.2. a preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and,

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission ;and,

2.64 Pre-construction video tapes if required by the technical specifications

2.7. The CONTRACTOR shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by the ENGINEER for general conformance with the Contract documents. After review of the schedules, no deviation shall be made without prior written acceptance by the CITY for general conformance with the Contract Documents.

#### **PRECONSTRUCTION CONFERENCE:**

2.8. After the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as deemed appropriate by the CITY, ENGINEER, or CONTRACTOR will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Nothing herein shall relieve the CONTRACTOR from the responsibility of contacting local utilities and any other necessary agencies.

#### **FINALIZING SCHEDULES:**

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to the

CITY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

### **ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

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#### **INTENT:**

3.1. The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida with venue in Pinellas County, Florida.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or ENGINEER or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER'S, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to

undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by the ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the ENGINEER, in writing, at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Order
2. Addenda
3. Agreement
4. Proposal
5. Supplemental General Conditions
6. Invitation to Bid
7. Instructions to Bidders
8. General Conditions
9. Technical Specifications
10. Contract Drawings
  - a. Dimensions
  - b. Full Size Details
  - c. Full Size Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

#### **AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:**

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1. a formal Written Amendment.
- 3.4.2. a Change Order (pursuant to paragraph 10.4), or
- 3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or by a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1. a Field Order (pursuant to paragraph 9.5)
- 3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

#### **REUSE OF DOCUMENTS:**

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY and ENGINEER.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

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##### **AVAILABILITY OF LANDS:**

4.1. The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in the CITY'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.



4.1.1. Occupying Private Land: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, equipment or materials, any land outside the rights-of-way or property of the City. A copy of the written consent shall be given to the CITY.

4.1.2. Work in State, County and City Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across street, rights-of-way, easements, or other property, the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

4.1.3. Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.4. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CITY, the ENGINEER, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

#### **PHYSICAL CONDITIONS:**

4.2.1 Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of

subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR accepts the site and any unforeseen conditions in accordance with paragraph 4.4 of the Instructions to Bidders, and may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations, or opinions contained therein or for the completeness for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the general accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

4.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22.1), notify the CITY and the ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CITY in writing (with a copy to the CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Article 11 and 12.

## **PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:**

4.3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the CITY or ENGINEER by the owners of such Underground Facilities or by others.

4.3.1.1. The CITY and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for



any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of the Work.

4.3.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22.1), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CITY and the ENGINEER. The ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20.

4.3.3. CONTRACTOR shall only be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

## **REFERENCE POINTS:**

4.4. The CITY shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 5 - BONDS AND INSURANCE**

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### **BONDS:**

5.1. CONTRACTOR shall upon delivery of the executed Agreement to the CITY furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CITY and Surety shall be a nationally recognized Surety Company acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, for projects not exceeding (\$500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (1989). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-IX. Bonds shall be executed and issued by a resident or non resident agent, licensed to conduct business in the State of Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be

signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.

#### **CONTRACTOR'S INSURANCE:**

5.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. CONTRACTOR'S insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The Certificate(s) of Insurance shall bear the requisite endorsements providing for CITY as Certificate Holder and additional insured and shall further provide for waiver of subrogation by the CONTRACTOR and/or any subcontractor(s) where applicable. The Certificate(s) issued pursuant to this Contract shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes the Certificate(s) shall also include a reference to the project #, RFP#/RFQ#, and/or any purchase order or task order issued in accordance herewith. Before starting and during the term of this

Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 5.4, inclusive below.

5.4. Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

##### **5.4.1. Workers' Compensation.**

Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY and ENGINEER harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

5.4.1.1. Employers' Liability  
with Statutory Limits of  
\$100,000/\$500,000/\$100,000.

5.4.1.2. Notice of  
Cancellation and/or Restriction.  
CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

5.4.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

5.4.2.1. Minimum Limits of total coverage shall be \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$1,000,000.00 minimum to be acceptable to the CITY.

5.4.2.2. Premises and/or Operations.

5.4.2.3. Independent Contractor.

5.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

5.4.2.5. XCU Coverages.

5.4.2.6. Broad Form Property Damage including Completing Operations.

5.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

5.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

5.4.2.9. Additional Insured. The CITY is to be specifically included as an additional insured (including products).

5.4.2.10. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall

immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

5.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

5.4.3.1. Minimum limit of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

5.4.3.2. Owned Vehicles.

5.4.3.3. Hired and Non-Owned Vehicles

5.4.3.4. Employee Non-Ownership

5.4.3.4. The CITY shall be listed as an additional insured on auto policies.

5.4.3.5. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4. All Risk Property Insurance When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the

CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the ENGINEER, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

5.4.4.1. Coverage to be provided on a full replacement cost basis.

5.4.4.2. Losses in excess of ten thousand dollars (\$10,000) shall be jointly payable to the CONTRACTOR and the CITY.

5.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CITY.

5.4.4.4. Maximum Deductible - \$5,000 each claim.

5.4.4.5 Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4.6. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage

available under the National Flood Program.

5.4.5. A Best Rating of no less than A - VIII is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither CONTRACTOR or any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CITY with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CITY. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies (where required) and certificates of insurance shall be filed with the CITY. The CITY reserves the right to request additional information regarding any form of insurance or policy obtained or maintained pursuant to this Contract as the CITY deems necessary, and at a frequency the CITY deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of this Contract. Receipt of Certificates or other documentation of insurance or policies, or copies of policies, by the CITY or by any of its representatives which indicate less coverage than required by this Contract does not constitute waiver of CONTRACTOR'S obligations to fulfill the insurance requirements of this Contract.

## **ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

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### **SUPERVISION AND SUPERINTENDENCE:**

6.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but

CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

6.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

**LABOR, MATERIALS AND EQUIPMENT;  
HOURS OF WORK:**

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CITY'S written consent (which shall not be unreasonably withheld) given after prior written notice to ENGINEER. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY.

6.3.1 The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the change order specifically

authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

6.3.2 All costs of inspection and testing performed by the CITY during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR. For all work performed on holidays and weekends a fee of \$250 per day will be charged to the CONTRACTOR, to cover the cost of Largo Engineering Inspectors. Notice must be submitted at least two whole working days prior to subsequent holiday and/or weekend.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and final completion of the work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY, ENGINEER, or any of the CITY'S or ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

**ADJUSTING PROGRESS SCHEDULE:**



6.6 CONTRACTOR shall submit to ENGINEER for review and comment (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

#### **SUBSTITUTES OR "OR-EQUAL" ITEMS:**

6.7.1. The technical specifications shall govern the use of substitute or "or-equal" items. The procedure for review by ENGINEER will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S

expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the Technical Specifications.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

#### **CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CITY and the ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the CITY or the ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and

equipment) shall be submitted to the CITY for acceptance by the CITY and ENGINEER, and if CONTRACTOR has submitted a list thereof, the CITY or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the ENGINEER of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to the CITY and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CITY or the ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or

delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the ENGINEER.

#### **PATENT FEES AND ROYALTIES:**

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CITY or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify, defend and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any claims of an infringement of patent rights, copyrights, trade marks trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification provision shall survive the termination of this agreement.

#### **PERMITS:**

6.13. CONTRACTOR shall obtain and pay for all construction permits and licenses. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CITY shall pay all charges of such utility owners for

capital costs related thereto such as plant investment fees.

#### **LAWS AND REGULATIONS:**

6.14.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the CITY nor the ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY and ENGINEER prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY and ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

#### **TAXES:**

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

#### **USE OF PREMISES:**

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall

assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify, defend and hold the CITY and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work. This indemnification provision shall survive the termination of this agreement.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **RECORD DOCUMENTS:**

6.19. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples



and a counterpart of all approved Shop Drawings will be available to the ENGINEER for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to ENGINEER for the CITY.

#### **SAFETY AND PROTECTION:**

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the ENGINEER or anyone employed by

either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of an and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

#### **EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:**

6.22.1. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto. CONTRACTOR, without special instruction or authorization from ENGINEER or the CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if

CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order or Change Order will be issued to document the consequences of the changes or variations.

6.22.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The ENGINEER may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

#### **SHOP DRAWINGS AND SAMPLES:**

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will

have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

6.26. ENGINEER will review within ten days of receipt thereof, Shop Drawings and samples but ENGINEER'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. ENGINEER will review one (1) resubmittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.

6.27. ENGINEER'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

#### **CONTINUING THE WORK:**

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and the CITY may otherwise agree in writing.

#### **INDEMNIFICATION:**

6.30. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby

waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.06, Florida Statutes or are unenforceable pursuant to Section 725.06, Florida Statutes.

#### **SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER**

6.31 The CITY is currently under Consent Order 03-0666 with the Florida Department of Environmental Protection (FDEP). The discharge of wastewater or effluent (reclaimed water) into waters of the State

and/or into canals, ditches, and ponds that are connected to waters of the State is prohibited. Any spill or discharge of wastewater or reclaimed water shall be immediately reported to the CITY ENGINEER ((727) 587-6713), and the CITY'S WASTEWATER COLLECTION SYSTEM MANAGER ((727) 507-4465). In the event of a spill or discharge, the CONTRACTOR shall immediately control, contain, and stop the spill or discharge and shall repair any damage to the CITY'S facilities. The CONTRACTOR shall be responsible for any penalties and costs charged to the CITY by the FDEP and for all costs incurred by the CITY as a result of the CONTRACTOR'S actions or as a result of the CONTRACTOR'S negligence.

Costs charged to the CITY by FDEP are for discharges that have been found not to be due to abnormal events and are, therefore, subject to stipulated penalties pursuant to Paragraph No. 25 of the Consent Order. This paragraph requires the City to pay FDEP stipulated penalties for wastewater discharged from the City System to surface waters that do not qualify as excusable discharges. In accordance with Paragraph 25, the stipulated penalty schedule is as follows: Each category is limited to a daily cumulative maximum amount of \$30,000.00.

| DEP CONSENT ORDER FINE SCHEDULE |                              |
|---------------------------------|------------------------------|
| Amount/Day/Discharge            | Discharge Volume             |
| \$500.00                        | Up to 5,000 gallons          |
| \$1000.00                       | 5,001 to 10,000 gallons      |
| \$2,500.00                      | 10,001 to 25,000 gallons     |
| \$5,000.00                      | 25,001 to 100,000 gallons    |
| \$10,000.00                     | In excess of 100,000 gallons |

The fines, and anticipated costs, which may be incurred by the CITY as a result of the CONTRACTOR'S actions or negligence, shall be paid to the CITY within 30 days, or the costs incurred will be deducted from the total Contract amount.

## ARTICLE 7 - OTHER WORK

### RELATED WORK AT SITE:

7.1. The CITY may perform other work related to the Project at the site by the CITY'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. If the performance of additional Work by other Contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.2. CONTRACTOR shall afford each Utility owner and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CITY and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.

## **COORDINATION:**

7.4. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

## **ARTICLE 8 - THE CITY'S RESPONSIBILITIES**

8.1. The CITY shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, the CITY shall appoint a consultant whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraphs 4.2.1 and 4.2.2 refer to the CITY'S identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. The CITY is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. In connection with the CITY'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with the CITY'S right to terminate services of CONTRACTOR.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

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### **CITY'S REPRESENTATIVE:**

9.1. The ENGINEER will be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER and the CITY'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY and ENGINEER.

### **VISITS TO SITE:**

9.2. After written notice to proceed with the work, the ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the CONTRACTOR'S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in the Work of the Contractor and may reject Work as failing to conform to the Contract Documents.

### **PROJECT REPRESENTATION:**

9.3. A Resident Project Representative may be assigned to assist ENGINEER in carrying out his responsibilities to CITY at the site. Resident Project Representative is ENGINEER'S agent at site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and



CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of ENGINEER.

9.3.1. Resident Project Representative shall where applicable:

9.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning its general acceptability.

9.3.1.2. Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.3.1.3. Working principally through CONTRACTOR'S superintendent, assist ENGINEER in serving as the CITY'S liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.

9.3.1.4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.

9.3.1.5. Record date of receipt of Shop Drawings and samples.

9.3.1.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the ENGINEER of availability of samples for examination.

9.3.1.7. Advise the ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the ENGINEER.

9.3.1.8. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

9.3.1.9. Report to the ENGINEER whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the ENGINEER from the duties imposed by contract.

9.3.1.10. Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups

9.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

9.3.1.12. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

9.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's

recommendations to the ENGINEER. Transmit to CONTRACTOR decisions as issued by the ENGINEER.

9.3.1.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

9.3.1.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

9.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

9.3.1.17. Furnish the ENGINEER periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

9.3.1.18. Consult with the ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.

9.3.1.19. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to the ENGINEER, Change Orders, Work Directive Changes, and Field Orders.

9.3.1.20. Report immediately to the ENGINEER and the CITY upon the occurrence of any accident.

9.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to CITY prior to final payment for the Work.

9.3.1.23. Before the ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

9.3.1.24. Conduct final inspection in the company of the ENGINEER, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.

9.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

9.3.2. The Resident Project Representative shall not:

9.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

9.3.2.2. Exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents.

9.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.

9.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

9.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

9.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

9.3.2.7. Authorize the City to occupy the Project in whole or in part.

9.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

#### **CLARIFICATIONS AND INTERPRETATIONS:**

9.4. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

#### **AUTHORIZED VARIATIONS OF WORK:**

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12. The ENGINEER is not authorized to waive any requirements of this contract or to agree to any increase in the contract price or contract time.

#### **REJECTING DEFECTIVE WORK:**

9.6. The ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective or believes to be in non-conformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

#### **SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:**

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER'S responsibilities as to Change Orders, see Article 10, 11, and 12.

9.9. In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

#### **DETERMINATIONS FOR UNIT PRICES:**

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon



will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

#### **DECISIONS ON DISPUTES:**

9.11. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Article 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty (30) days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to the CITY or CONTRACTOR. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### **LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

9.13. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER or CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### **ARTICLE 10 - CHANGES IN THE WORK**

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10.1. Without invalidating the Agreement and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the

Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.1 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the work which are ordered by the CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties.

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties;

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of

time, shall be governed by the ordinances of the City of Largo.

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

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11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2. By mutual acceptance of a lump sum (which shall include an allowance for

overhead and profit in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

#### **COST OF THE WORK:**

11.4. The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and

CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs include the following:

11.4.5.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. For special equipment and machinery such as

power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

11.4.5.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

11.4.5.4. Royalty payments and fees for permits and licenses.

11.4.5.5. The site costs of utilities, fuel and sanitary facilities.

11.4.5.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a

branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.6 above).

11.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

#### **CONTRACTOR'S FEE:**

11.6. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the net cost. If

the work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the work is done by the Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit;

11.6.2.2. See Article 11.6.2.1;

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### **CASH ALLOWANCES:**

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the ENGINEER, CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### **UNIT PRICE WORK:**

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.



#### **OMITTED WORK:**

11.10. The City may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

11.10.2. By the appropriate lump sum price set forth in the Contract; or,

11.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and the ENGINEER, and approved by the CITY.

#### **ARTICLE 12 - CHANGE OF CONTRACT TIME**

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12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment of the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays caused by

events beyond the control of CONTRACTOR if a claim is made thereof as provided in paragraph 12.1. Such events shall include, but not be limited to acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within 30 days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12.4 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in construction from any cause whatsoever but if occasioned by any act of God, or by any act or omission on the part of the CITY, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work, provided that the CONTRACTOR gives notice in writing of the cause of such act, hindrance or delay within ten days after its occurrence to the CITY. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope or work or substantial increases in the cost of performing the work under the Contract Documents

#### **ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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##### **WARRANTY AND GUARANTEE:**

13.1. CONTRACTOR warrants and guarantees to the CITY and ENGINEER that all Work will be constructed in accordance with the Contract Documents. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 13. The guarantee shall remain in effect for one year from the date of final acceptance

unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

#### **ACCESS TO WORK:**

13.2. ENGINEER'S and ENGINEER'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

#### **TESTS AND INSPECTIONS:**

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or ENGINEER'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid as specified in the Contract Documents.

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

#### **UNCOVERING WORK:**

13.8. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced, at CONTRACTOR'S expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

#### **CITY MAY STOP THE WORK:**

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

#### **CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### **ONE YEAR CORRECTION PERIOD:**

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, either correct such defective Work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written

Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.13. If instead of requiring correction or removal and replacement of defective Work, the CITY (and prior to ENGINEER'S recommendation of final payment) prefers to accept it, the CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CITY'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CITY.

#### **CITY MAY CORRECT DEFECTIVE WORK:**

13.14. If CONTRACTOR fails within thirty days (30) after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incomplete in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY'S representative, agents and employees such access to the site as may be necessary to enable the CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY in



exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

#### **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

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##### **SCHEDULE OF VALUES:**

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

##### **APPLICATION FOR PROGRESS PAYMENTS:**

14.2. Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the Engineer for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property

insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. When applicable, the amount of retainage withheld and the schedule for release/payment of any retainage shall be in accordance with the procedures outlined in Section 218.735(8)(a), Florida Statutes. Unless otherwise stated in the Agreement, the term "50-percent completion" shall defined as set forth in Section 218.735(8)(b), Florida Statutes.

##### **CONTRACTOR'S WARRANTY OF TITLE:**

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of Liens.

##### **REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:**

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the City with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by the CITY to CONTRACTOR.

14.5. ENGINEER'S recommendation of any payment requested in the Application for Payment shall not prohibit the City from withholding payment or prohibit the City from paying additionally sums regarding other matters or issues between the parties.

14.6. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to the CITY. The ENGINEER may also refuse to recommend any such payment, or,

because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect the CITY from loss, including but not limited to:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. The CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. Of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5. The CITY may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to ENGINEER) stating the reasons for such action.

#### **SUBSTANTIAL COMPLETION:**

14.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the Work is substantially complete and request that the ENGINEER prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY, the ENGINEER and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the ENGINEER does not consider the Work substantially complete, (it is not ready for its intended use) the ENGINEER shall notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the Work to be substantially complete, the ENGINEER will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the ENGINEER and

CONTRACTOR, which shall fix the Date of Substantial Completion.

14.9. The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

#### **PARTIAL UTILIZATION:**

14.10. Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.10.1. The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. The CITY may at any time request CONTRACTOR in writing to permit the

CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and ENGINEER that such part of the Work is not ready for separate operation by the CITY, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

#### **FINAL INSPECTION:**

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with the CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### **FINAL APPLICATION FOR PAYMENT:**

14.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all

as required by the Contract Documents, and after ENGINEER has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents.

#### **FINAL PAYMENT AND ACCEPTANCE:**

14.13. Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the ENGINEER shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional ENGINEER, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the ENGINEER does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the ENGINEER or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.14. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, the CITY shall pay the remainder of the contract price as recommended by ENGINEER as provided in said paragraph 14.13. Prior to final payment, the CONTRACTOR must provide the CITY with waivers of any and all claims and liens from the CONTRACTOR and any and all subcontractors, sub-subcontractors, laborers, or. These waivers are conditions precedent to final payment. The CITY may

withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, materialmen, suppliers or others from final payment to the CONTRACTOR

14.15. The ENGINEER will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The ENGINEER will report such estimate to the CITY together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the ENGINEER'S estimate and recommendation to the CITY, the CITY will make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including, but not limited to, Liquidated Damages, as applicable.

14.16. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by ENGINEER shall become due and will be paid to Contractor.

#### **CONTRACTOR'S CONTINUING OBLIGATION:**

14.17. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

#### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

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##### **CITY MAY SUSPEND WORK:**

15.1. The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

##### **CITY MAY TERMINATE**

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.3. The CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the work performed.

15.4. Where CONTRACTOR'S services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

15.5. The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

#### **FISCAL NON-FUNDING**

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

#### **CONTRACTOR MAY STOP WORK OR TERMINATE:**

15.7. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of



more than ninety (90) days by the CITY or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and ENGINEER, terminate the Agreement and the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

## **ARTICLE 16 - MISCELLANEOUS**

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### **GIVING NOTICE:**

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **COMPUTATION OF TIME:**

16.2. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **NO LIMITATION OF RIGHTS AND REMEDIES:**

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the CITY and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

### **ACCIDENT AND PREVENTION:**

16.4. The safety provisions of applicable laws and building and construction codes shall be observed by CONTRACTOR and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

16.5. In the event the CITY is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY'S control, then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

#### **FLORIDA PRODUCTS AND LABOR**

16.6. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

#### **EMPLOYEES:**

16.7. All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

16.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, ENGINEER or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

#### **NON-DISCRIMINATION:**

16.9. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex,

age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors as well.

#### **ASSIGNMENT:**

16.10. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

#### **GOVERNING LAW; JURISDICTION AND VENUE:**

16.11. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the

subject matter hereof may not be enforced in or by such courts.

**ASBESTOS:**

16.12. If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the ENGINEER. The CITY shall consult with the ENGINEER regarding removal or encapsulation of the asbestos material and the

CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the CITY through the ENGINEER.

**RIGHT TO AUDIT:**

16.13. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

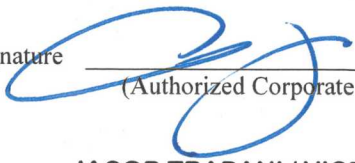
**CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS**

16.14 Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor when acting as an agent of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that

ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the City all public records in possession of the Contractor within thirty (30) days after termination of this Contract, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting as an agent of the City.

Company: BLD SERVICES, LLC

Date SEPTEMBER 14, 2018

Signature  (Authorized Corporate Officer)

JACOB TRAPANI / VICE PRESIDENT



**JACOB TRAPANI / VICE PRESIDENT**  
(Typed/Printed)

Corporate Seal



JACOB TRAPANI, VICE PRESIDENT



PO Box 296  
Largo, FL 33779  
Largo.com

## City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

Administration (727) 587-6727  
FAX (727) 586-7420

### **CITY OF LARGO, FLORIDA ADDENDUM #1 TO INVITATION FOR BID**

**FOR**

### **TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID #19-B-645**

---

**TO:** Potential Bidders

**FROM:** Joan Wheaton , Procurement Analyst  
Jerald Woloszynski, P.E., Director

**DATE:** August 24, 2018

**PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645**

**SEE ATTACHED PAGE: A-1**

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

~~~~~  
Please return the signed original of this Addendum with your Bid package.

I have read and understand the Addendum to **Bid Number 19-B-645**

Signature

Firm BLD SERVICES, LLC

Typed Name and Title JACOB TRAPANI / VICE PRESIDENT

ADDENDUM NO. 1
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 19-B-645

Addendum No. 1, dated August 24, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 1" on the envelope in which the proposal is submitted.

Description:

Summary of Work, Scope of Work section, paragraph two, is revised as follows:

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed The term of this bid will be from the date of award through September 30, 2020 (~~2016~~). The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.



PO Box 296
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City of Largo, Florida

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CITY OF LARGO, FLORIDA ADDENDUM #2 TO INVITATION FOR BID

FOR

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID #19-B-645

TO: Potential Bidders

FROM: Joan Wheaton , Procurement Analyst
Jerald Woloszynski, P.E., Director

DATE: September 11, 2018

PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645

SEE ATTACHED PAGES: A-1, A-2, A-3

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

~~~~~  
**Please return the signed original of this Addendum with your Bid package.**

I have read and understand the Addendum to **Bid Number 19-B-645**

Signature \_\_\_\_\_

Firm **BLD SERVICES, LLC**

Typed Name and Title **JACOB TRAPANI / VICE PRESIDENT**

ADDENDUM NO. 2  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 19-B-645

Addendum No. 2, dated September 11, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 2" on the envelope in which the proposal is submitted.

Responses to Bidder's Questions

Question:

Item 1, 8-inch CIPP x 6mm, is the 6mm a finished design or the manufactured design thickness?

Response:

*This is the manufactured design thickness.*

Question:

Item 7 thru 29 CIPP x ?mm thickness, all liner thicknesses appear to be very thin, all being enough that the thickness variance will be used fully and not just a percentage. Can the design thickness be increased to assumed thickness on these items?

Answer:

*The design thickness will be decided on a case by case basis per project location and can be increased by increments of 1.5 mm beyond the initial thickness per pipe diameter as shown on the schedule of bid prices.*

Question:

Will all laterals be grouted after reinstatement or only the laterals that are actively leaking?

Response:

*All laterals will be grouted after reinstatement.*

Question:

Must the bidders bid on every group?

Response:

*No. Bidders are only required to bid on the groups of items containing products or services that their company provides. However we request that all bidders submit bids for Group 5 "Common Work Tasks".*

Question:

Can we Please be Supplied with the previous bid tabulations to this contract?

Response:

*See page A-3 for the bid tabulation to the Trenchless Sanitary Storm Sewer Rehabilitation Bid 16-B-534 awarded in 2016.*



Project Name: TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No.: 16-B-534  
Project Number: 2016-01

Lowest Bid  
Second Lowest Bid  
Highest Bid

|                                                                   |                                                                                               | Contractor: |          | BLD Services, LLC | LMK Pipe Renewal, LLC | J.T.V. Inc. | Insituform Technologies, LLC | Miller Pipeline, LLC | Layne Inliner, LLC | Kenny Construction Co. | Select Environmental Services, Inc. |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------|----------|-------------------|-----------------------|-------------|------------------------------|----------------------|--------------------|------------------------|-------------------------------------|
| NUMBER                                                            | ITEM                                                                                          | Unit        | QUANTITY | Unit Cost         | Unit Cost             | Unit Cost   | Unit Cost                    | Unit Cost            | Unit Cost          | Unit Cost              | Unit Cost                           |
| <b>Group 1: Cured-In-Place Pipe (CIPP) Main Line Lining</b>       |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 1                                                                 | 8 in. x 6 mm CIPP                                                                             | LF          | 10,000   |                   |                       | \$30.00     | \$31.10                      | \$27.00              | \$38.00            | \$32.30                |                                     |
| 2                                                                 | Cost for each 1.5 mm Increase in Thickness of 8 in. Liner                                     | LF          | 10,000   |                   |                       | \$1.00      | \$1.50                       | \$3.00               | \$1.00             | \$1.00                 |                                     |
| 3                                                                 | 10 in. x 6 mm CIPP                                                                            | LF          | 5,000    |                   |                       | \$32.00     | \$36.00                      | \$31.00              | \$40.00            | \$37.00                |                                     |
| 4                                                                 | Cost for each 1.5 mm Increase in Thickness of 10 in. Liner                                    | LF          | 5,000    |                   |                       | \$1.00      | \$1.70                       | \$3.00               | \$1.50             | \$1.00                 |                                     |
| 5                                                                 | 12 in. x 6 mm CIPP                                                                            | LF          | 2,500    |                   |                       | \$35.00     | \$41.80                      | \$37.00              | \$45.00            | \$43.00                |                                     |
| 6                                                                 | Cost for each 1.5 mm Increase in Thickness of 12 in. Liner                                    | LF          | 2,500    |                   |                       | \$1.25      | \$2.20                       | \$3.00               | \$2.50             | \$2.50                 |                                     |
| 7                                                                 | 15 in. x 6 mm CIPP                                                                            | LF          | 1,000    |                   |                       | \$45.00     | \$59.20                      | \$49.00              | \$105.00           | \$50.00                |                                     |
| 8                                                                 | Cost for each 1.5 mm Increase in Thickness of 15 in. Liner                                    | LF          | 2,000    |                   |                       | \$1.50      | \$2.50                       | \$3.00               | \$1.50             | \$3.00                 |                                     |
| 9                                                                 | 18 in. x 6 mm CIPP                                                                            | LF          | 1,000    |                   |                       | \$65.00     | \$80.90                      | \$65.00              | \$110.00           | \$55.00                |                                     |
| 10                                                                | Cost for each 1.5 mm Increase in Thickness of 18 in. Liner                                    | LF          | 2,000    |                   |                       | \$3.00      | \$3.30                       | \$4.00               | \$4.50             | \$4.00                 |                                     |
| 11                                                                | 21 in. x 7.5 mm CIPP                                                                          | LF          | 250      |                   |                       | \$85.00     | \$104.00                     | \$94.00              | \$140.00           | \$75.00                |                                     |
| 12                                                                | Cost for each 1.5 mm Increase in Thickness of 21 in. Liner                                    | LF          | 500      |                   |                       | \$3.50      | \$4.50                       | \$5.50               | \$5.50             | \$5.00                 |                                     |
| 13                                                                | 24 in. x 7.5 mm CIPP                                                                          | LF          | 500      |                   |                       | \$95.00     | \$116.00                     | \$113.00             | \$90.00            | \$65.00                |                                     |
| 14                                                                | Cost for each 1.5 mm Increase in Thickness of 24 in. Liner                                    | LF          | 1,500    |                   |                       | \$3.00      | \$4.90                       | \$5.50               | \$7.50             | \$6.00                 |                                     |
| 15                                                                | 30 in. x 9 mm CIPP                                                                            | LF          | 500      |                   |                       | \$155.00    | \$174.10                     | \$137.25             | \$110.00           | \$100.00               |                                     |
| 16                                                                | Cost for each 1.5 mm Increase in Thickness of 30 in. Liner                                    | LF          | 1,500    |                   |                       | \$4.50      | \$5.50                       | \$6.50               | \$3.50             | \$7.00                 |                                     |
| 17                                                                | 36 in. x 10.5 mm CIPP                                                                         | LF          | 500      |                   |                       | \$185.00    | \$227.60                     | \$160.60             | \$130.00           | \$141.00               |                                     |
| 18                                                                | Cost for each 1.5 mm Increase in Thickness of 36 in. Liner                                    | LF          | 1,500    |                   |                       | \$5.50      | \$7.20                       | \$6.50               | \$10.00            | \$9.00                 |                                     |
| 19                                                                | 42 in. x 10.5 mm CIPP                                                                         | LF          | 400      |                   |                       | \$205.00    | \$269.20                     | \$250.00             | \$160.00           | \$187.00               |                                     |
| 20                                                                | Cost for each 1.5 mm Increase in Thickness of 42 in. Liner                                    | LF          | 1,200    |                   |                       | \$7.00      | \$7.90                       | \$6.50               | \$11.50            | \$11.00                |                                     |
| 21                                                                | 48 in. x 12 mm CIPP                                                                           | LF          | 400      |                   |                       | \$255.00    | \$358.00                     | \$300.00             | \$195.00           | \$207.00               |                                     |
| 22                                                                | Cost for each 1.5 mm Increase in Thickness of 48 in. Liner                                    | LF          | 1,200    |                   |                       | \$12.00     | \$9.50                       | \$10.00              | \$13.00            | \$14.00                |                                     |
| 23                                                                | 54 in. x 12 mm CIPP                                                                           | LF          | 300      |                   |                       | \$320.00    | \$416.00                     | \$400.00             | \$230.00           | \$345.00               |                                     |
| 24                                                                | Cost for each 1.5 mm Increase in Thickness of 54 in. Liner                                    | LF          | 900      |                   |                       | \$18.00     | \$10.50                      | \$12.50              | \$14.50            | \$17.00                |                                     |
| 25                                                                | 60 in. x 12 mm CIPP                                                                           | LF          | 300      |                   |                       | \$350.00    | \$486.00                     | \$475.00             | \$310.00           | \$377.00               |                                     |
| 26                                                                | Cost for each 1.5 mm Increase in Thickness of 60 in. Liner                                    | LF          | 900      |                   |                       | \$24.00     | \$11.80                      | \$15.00              | \$16.00            | \$18.00                |                                     |
| 27                                                                | 72 in. x 12 mm CIPP                                                                           | LF          | 300      |                   |                       | \$500.00    | \$735.00                     | \$693.00             | \$600.00           | \$473.00               |                                     |
| 28                                                                | Cost for each 1.5 mm Increase in Thickness of 72 in. Liner                                    | LF          | 1,200    |                   |                       | \$20.00     | \$14.30                      | \$17.50              | \$18.00            | \$25.00                |                                     |
| 29                                                                | 84 in. x 12 mm CIPP                                                                           | LF          | 200      |                   |                       | \$800.00    | \$1,044.70                   | \$1,100.00           | \$7,700.00         | \$665.00               |                                     |
| 30                                                                | Cost for each 1.5 mm Increase in Thickness of 84 in. Liner                                    | LF          | 600      |                   |                       | \$40.00     | \$16.70                      | \$20.00              | \$20.00            | \$35.00                |                                     |
| <b>Group 2: Fold and Form Liner - PVC</b>                         |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 31                                                                | 8" Fold and Form PVC Liner                                                                    | LF          | 8,000    |                   |                       |             |                              | \$23.00              |                    |                        |                                     |
| 32                                                                | 10" Fold and Form PVC Liner                                                                   | LF          | 2,500    |                   |                       |             |                              | \$27.50              |                    |                        |                                     |
| 33                                                                | 12" Fold and Form PVC Liner                                                                   | LF          | 2,500    |                   |                       |             |                              | \$33.00              |                    |                        |                                     |
| <b>Group 3: Cured-In-Place Pipe (CIPP) Service Lateral Lining</b> |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 34                                                                | Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF                        | EA          | 250      | \$250.00          | \$160.00              | \$250.00    |                              | \$176.00             |                    |                        | \$150.00                            |
| 35                                                                | Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.     | LF          | 3,750    | \$0.25            | \$0.01                | \$0.25      |                              | \$-                  |                    |                        | \$3.00                              |
| 36                                                                | Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF                   | EA          | 250      | \$125.00          | \$160.00              | \$150.00    |                              | \$176.00             |                    |                        | \$200.00                            |
| 37                                                                | Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft. | LF          | 3,750    | \$0.25            | \$0.01                | \$0.50      |                              | \$0.01               |                    |                        | \$3.00                              |
| 38                                                                | CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System             | EA          | 250      | \$2,950.00        | \$3,350.00            | \$2,800.00  |                              | \$3,985.00           |                    |                        | \$2,600.00                          |
| 39                                                                | CIPP Lateral Liner, 4" - 6" Dia. Per LF Beyond Initial 30 Ft.                                 | LF          | 3,750    | \$10.00           | \$25.00               | \$25.00     |                              | \$27.50              |                    |                        | \$50.00                             |
| 40                                                                | Clean-Out Installation in Grass Area (Up to 5 ft. in depth)                                   | EA          | 100      | \$750.00          | \$950.00              | \$700.00    |                              | \$1,045.00           |                    |                        | \$850.00                            |
| 41                                                                | Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)                                 | EA          | 10       | \$800.00          | \$1,050.00            | \$1,200.00  |                              | \$1,155.00           |                    |                        | \$1,200.00                          |
| 42                                                                | Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)                                | EA          | 100      | \$800.00          | \$1,150.00            | \$1,200.00  |                              | \$1,265.00           |                    |                        | \$1,400.00                          |
| 43                                                                | Clean-Out Installation (Beyond 5 ft. in depth)                                                | VF          | 150      | \$50.00           | \$200.00              | \$150.00    |                              | \$220.00             |                    |                        | \$250.00                            |
| <b>Group 4: Joint Sealing with Chemical Grout</b>                 |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 44                                                                | Test Joint - 8" Dia.                                                                          | EA          | 3,000    |                   |                       | \$15.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 45                                                                | Test Joint - 10" Dia.                                                                         | EA          | 1,000    |                   |                       | \$15.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 46                                                                | Test Joint - 12" Dia.                                                                         | EA          | 1,000    |                   |                       | \$18.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 47                                                                | Grout Seal Failed Joints - 8" Dia                                                             | EA          | 2,000    |                   |                       | \$45.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 48                                                                | Grout Seal Failed Joints - 10" Dia                                                            | EA          | 750      |                   |                       | \$55.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 49                                                                | Grout Seal Failed Joints - 12" Dia                                                            | EA          | 750      |                   |                       | \$65.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 50                                                                | Seal Service Lateral Connections                                                              | EA          | 250      |                   |                       | \$250.00    |                              | \$302.50             |                    |                        | \$275.00                            |
| <b>Group 5: Common Work Tasks</b>                                 |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 51                                                                | Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order                              | EA          | 5        | \$1,000.00        | \$2,000.00            | \$2,500.00  | \$1,155.00                   | \$5,500.00           | \$7,500.00         | \$6,200.00             | \$5,000.00                          |
| 52                                                                | Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order                                | EA          | 10       | \$1.00            | \$1,000.00            | \$1,500.00  | \$1,200.00                   | \$5,000.00           | \$5,100.00         | \$2,300.00             | \$5,000.00                          |
| 53                                                                | Maintenance of Traffic, FDOT                                                                  | DAY         | 5        | \$500.00          | \$350.00              | \$3,000.00  | \$1,894.00                   | \$1,850.00           | \$1,000.00         | \$1,500.00             | \$1,500.00                          |
| 54                                                                | Maintenance of Traffic, City/County Arterial/Collector                                        | DAY         | 15       | \$500.00          | \$250.00              | \$2,250.00  | \$1,600.00                   | \$1,100.00           | \$500.00           | \$1,200.00             | \$750.00                            |
| 55                                                                | Maintenance of Traffic, City/County Minor/Residential                                         | DAY         | 15       | \$500.00          | \$125.00              | \$150.00    | \$315.00                     | \$1,100.00           | \$200.00           | \$900.00               | \$250.00                            |
| 56                                                                | Work in Rear Easements and/or Away From Travelways                                            | EA          | 10       | \$1,000.00        | \$350.00              | \$250.00    | \$660.00                     | \$3,800.00           | \$1,200.00         | \$1,000.00             | \$1,000.00                          |
| 57                                                                | Specialty Cleaning, 8" Dia. (Groups 1, and 2)                                                 | LF          | 500      |                   |                       | \$25.00     | \$5.30                       | \$16.50              | \$40.00            | \$15.00                | \$15.00                             |
| 58                                                                | Specialty Cleaning, 10" - 18" Dia. (Groups 1, and 2)                                          | LF          | 500      |                   |                       | \$28.00     | \$10.50                      | \$16.50              | \$40.00            | \$15.00                | \$15.00                             |
| 59                                                                | Specialty Cleaning, 24" - 36" Dia. (Group 1 Only)                                             | LF          | 300      |                   |                       | \$35.00     | \$26.30                      | \$22.00              | \$50.00            | \$20.00                | \$20.00                             |
| 60                                                                | Specialty Cleaning, 42" - 54" Dia. (Group 1 Only)                                             | LF          | 300      |                   |                       | \$45.00     | \$36.80                      | \$33.00              | \$50.00            | \$30.00                | \$30.00                             |
| 61                                                                | Specialty Cleaning, 60" - 84" Dia. (Group 1 Only)                                             | LF          | 200      |                   |                       | \$50.00     | \$42.10                      | \$71.50              | \$50.00            | \$45.00                | \$45.00                             |
| 62                                                                | Hammer Tap Removal                                                                            | EA          | 10       |                   | \$500.00              | \$350.00    | \$370.00                     | \$330.00             | \$300.00           | \$350.00               | \$300.00                            |
| 63                                                                | Lateral Reinstatement and Grouting (Groups 1, and 2)                                          | EA          | 500      |                   |                       | \$390.00    | \$450.00                     | \$400.00             | \$500.00           | \$585.00               | \$500.00                            |
| 64                                                                | Warranty Cleaning and CCTV Inspection                                                         | LF          | 5000     | \$1.50            | \$1.50                | \$3.50      | \$7.50                       | \$6.00               | \$4.50             | \$7.00                 | \$5.00                              |





**AUTHORIZATION OF AGENT  
AND ATTORNEY-IN-FACT FOR BLD  
SERVICES, L.L.C., BY SHIRLEY JARRELL WAGNER**

I, Shirley Jarrell Wagner, the duly elected and acting Secretary/Treasurer and Manager of BLD Services, L.L.C., a Louisiana limited liability company, pursuant to the authority granted to me by resolutions unanimously adopted by the Members and Managers of BLD Services, L.L.C., in a Unanimous Written Consent of the Members and Managers of BLD Services, L.L.C., dated June 15, 2018, which resolutions are in full force and effect as of the date hereof, do hereby take the following action:

I hereby authorize, empower and appoint Jacob Trapani, Vice President and Manager, to serve as authorized Agent and Attorney-in-Fact of BLD Services, L.L.C., to act on behalf of BLD Services, L.L.C., in connection with any and all negotiations, bids, concerns and transactions, including but not limited to the execution of any and all bids, papers, documents, affidavits, bonds, sureties, contracts and acts, and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bids or contracts; and further to take any and all actions necessary to carry to the purposes and intents of this action; and that the Members and Managers of BLD Services, L.L.C., therefore do therefore ratify, confirm and approve and accept each and every act performed by Jacob Trapani, Vice President and Manager, as said Agent and Attorney-in-Fact of BLD Services, L.L.C., in furtherance of this appointment.

September 14, 2018

DATE

A handwritten signature in blue ink, reading 'Shirley Jarrell Wagner', written over a horizontal line.

SHIRLEY JARRELL WAGNER  
SECRETARY/TREASURER AND MANAGER



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WAGNER, DANIEL PROSPER**

BLD SERVICES LLC  
2424 TYLER STREET  
KENNER LA 70062

**LICENSE NUMBER: CUC057224**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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## REQUEST FOR INFORMATION

### *Intent to Utilize City of Largo Contract for Trenchless Sanitary and Storm Sewer Rehabilitation*

|                                                                                                                                                                                                   |                                                                                                                                                                                        |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>CONTACT INFORMATION:</b><br>Freddy L. Suarez, MPA, CPPB<br>Procurement Services Director<br>EMAIL: <a href="mailto:fsuarez@clermontfl.org">fsuarez@clermontfl.org</a><br>Phone: (352) 241-7350 | RFI No. <b>2111-002</b>                                                                                                                                                                | ISSUED DATE: November 3, 2020 |
|                                                                                                                                                                                                   | <b>NOTICE OF INTENT TO PIGGYBACK A CONTRACT</b><br><b>NOTICE END DATE: <u>November 10, 2020 at 2:00 P.M. (EST)</u></b><br><b>DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u></b> |                               |

**SOLICITATION RESPONSE:** Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2<sup>nd</sup> Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

#### **1 – PIGGYBACK CONTRACT INFORMATION**

(a) Department: Public Services

(b) Company Information: BLD Services, LLC

(c) Contract Number and Title: 19-B-645 / Trenchless Sanitary and Storm Sewer Rehabilitation

(d) Length of Contract: 1 Year w/1 optional 1-year renewal.

(e) Product or Service Provided: Lateral lining and related services

(f) Annual Expenditure: Estimated at \$100,000.00

## **2 – ACTION TO BE TAKEN**

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



## CITY OF CLERMONT

# AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Employee Benefit Changes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Recommend to approve employee group medical and dental plan changes effective January 1, 2021.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <p>The Employee Group Medical Plan is self-funded, established in 1990. The plan provides health, dental and prescription drug coverage for employees, retirees and eligible dependents. During the months of September and October 2020 the Employee Insurance Team, made up of employees representing all City departments, met to discuss the renewal for the plan.</p> <p>The following proposed changes, which include the necessary funding to reach targeted ending cash reserve of approximately 25.25% of projected claims, are recommended by the Employee Insurance Team for your consideration. The changes would take effect January 1, 2021.</p> <p><b><u>Increase City, Employee, and Retiree Contributions</u></b></p> <p>Increase employee contributions for the medical plan by 10% per pay check and no increase to employee contributions for the dental plan. Increase City contributions by 15% for the health and dental plans. Retiree contributions are based on the total contribution (employee plus City) and will be adjusted in accordance with the City's Resolution 2013-06 regarding the City's contribution toward retiree health and dental coverage. A 10% increase was included in the FY 2021 budget, therefore an additional amount of \$163,910 is being requested to adequately fund the plan according to State standards. This will be incorporated in the upcoming budget review in January.</p> <p><b><u>Plan Design Changes</u></b></p> <p><u>Increase the Urgent Care copay on both plans from \$50 to \$75.</u></p> <p><u>Increase Deductibles on both plans as follows:</u></p> <ul style="list-style-type: none"><li>• OAP (Base Plan)<ul style="list-style-type: none"><li>○ Individual deductible from \$750 to \$1,250 (in network) and \$1,000 to \$2,000 (out of network).</li><li>○ Family deductible from \$2,250 to \$2,500 (in network) and \$3,000 to \$5,000 (out of network).</li></ul></li><li>• High Deductible Plan – HRA<ul style="list-style-type: none"><li>○ Individual deductible from \$2,000 to \$3,000 (in network) and \$4,000 to \$6,000 (out of network).</li><li>○ Family deductible from \$4,000 to \$6,000 (in network) and \$8,000 to \$12,000 (out of network).</li></ul></li></ul> <p><u>Increase out of pocket maximums on both plans as follows:</u></p> <ul style="list-style-type: none"><li>• OAP (Base Plan)<ul style="list-style-type: none"><li>○ Individual out of pocket maximum from \$4,000 to \$5,000 (in network) and \$7,000 to \$10,000 (out of network).</li><li>○ Family out of pocket maximum from \$8,000 to \$10,000 (in network) and \$14,000 to \$20,000 (out of network).</li></ul></li><li>• High Deductible Plan – HRA</li></ul> |  |



- o Individual out of pocket maximum from \$5,000 to \$6,000 (in network) and \$10,000 to \$12,000 (out of network).
- o Family out of pocket maximum from \$10,000 to \$12,000 (in network) and \$20,000 to \$24,000 (out of network).

It is projected that the above changes will result in approximately 5% reduction in claims costs.

#### **Wellness Program:**

Decrease the voluntary employee wellness program incentive managed by Cigna's Motivate Me program from \$390 to \$150 per year to help offset the employee cost for coverage.

#### **Surcharges**

Maintain the employee and dependent tobacco user surcharges at 15% of the total unit cost. The tobacco user surcharge has been in place since 2009. As always, the City makes available reasonable alternative standards for the employee/dependent to qualify for the non-tobacco user rates by participating in a tobacco cessation program and submitting a certificate of completion.

#### **Stop Loss/Reinsurance**

Continue the current self-insurance plan individual and aggregate stop loss insurance (individual deductible of \$181,500). The overall increase to the stop loss premium is 13.7%.

#### **Summary**

With all of the above noted changes, if claims run as projected, the fund's reserves at December 31, 2021 are projected to be \$1,140,818 or 25.25% of projected annual claims. Although this is below the State-required target of 33% of projected claims, consultants believe that 25% funding for the plan's reserves will be approved by the State due to COVID.

#### **Additional Analysis**

#### **Fiscal Impact Summary**

#### **Fiscal Impact**

#### **Fund Number and Description**

#### **Available Budget Amount**

#### **Exhibits Attached (copies of original agreements)**

- |    |                                 |                                     |
|----|---------------------------------|-------------------------------------|
| 1. | Insurance Rates 2021            | Insurance Rates 2021.pdf            |
| 2. | Financials 10-21-20 - landscape | Financials 10-21-20 - landscape.pdf |

**City of Clermont**  
**Group Medical Insurance Rates**  
**January 1, 2021**

|                              | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>Base Plan - Employees</b> |               |                         |                         |                        |
| <b>Employee</b>              |               |                         |                         |                        |
| -City Share                  | Bi-Weekly     | \$516.89                | \$9.63                  | \$526.52               |
| -EE Share                    | Bi-Weekly     | \$30.50                 | \$5.50                  | \$36.00                |
| Total                        | Annual        | \$14,232.28             | \$393.45                | \$14,625.73            |
| -EE Tobacco Surcharge        | Bi-Weekly     | \$82.11                 | \$0.00                  | \$82.11                |
| <b>Spouse</b>                |               |                         |                         |                        |
| -City Share                  | Bi-Weekly     | \$120.88                | \$0.00                  | \$120.88               |
| -EE Share                    | Bi-Weekly     | \$142.67                | \$9.53                  | \$152.20               |
| Total                        | Annual        | \$6,852.41              | \$247.78                | \$7,100.19             |
| -EE Tobacco Surcharge        | Bi-Weekly     | \$39.53                 | \$0.00                  | \$39.53                |
| <b>Children</b>              |               |                         |                         |                        |
| -City Share                  | Bi-Weekly     | \$105.61                | \$0.00                  | \$105.61               |
| -EE Share                    | Bi-Weekly     | \$131.36                | \$8.45                  | \$139.81               |
| Total                        | Annual        | \$6,161.25              | \$219.70                | \$6,380.95             |
| -EE Tobacco Surcharge        | Bi-Weekly     | \$35.55                 | \$0.00                  | \$35.55                |
| <b>Family</b>                |               |                         |                         |                        |
| -City Share                  | Bi-Weekly     | \$190.38                | \$0.00                  | \$190.38               |
| -EE Share                    | Bi-Weekly     | \$203.97                | \$18.71                 | \$222.68               |
| Total                        | Annual        | \$10,253.11             | \$486.46                | \$10,739.57            |
| -EE Tobacco Surcharge        | Bi-Weekly     | \$59.15                 | \$0.00                  | \$59.15                |



|                                                              | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|--------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 1</b> |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$687.89            | \$16.72             | \$704.61           |
| -Retiree Share                                               | Monthly       | \$498.13            | \$16.07             | \$514.20           |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$14,232.28</b>  | <b>\$393.45</b>     | <b>\$14,625.73</b> |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$148.47            | \$0.00              | \$148.47           |
| -Retiree Share                                               | Monthly       | \$422.57            | \$20.65             | \$443.21           |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,852.41</b>   | <b>\$247.78</b>     | <b>\$7,100.19</b>  |
| <b>Children</b>                                              |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$154.03            | \$0.00              | \$154.03           |
| -Retiree Share                                               | Monthly       | \$359.41            | \$18.31             | \$377.71           |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,161.25</b>   | <b>\$219.70</b>     | <b>\$6,380.95</b>  |
| <b>Family</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$281.96            | \$0.00              | \$281.96           |
| -Retiree Share                                               | Monthly       | \$572.47            | \$40.54             | \$613.00           |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$10,253.11</b>  | <b>\$486.46</b>     | <b>\$10,739.57</b> |
| <b>Base Plan - Retirees - Medicare Eligible - Tier 1</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$419.61            | \$16.72             | \$436.34           |
| -Retiree Share                                               | Monthly       | \$303.86            | \$16.07             | \$319.92           |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$8,681.69</b>   | <b>\$393.45</b>     | <b>\$9,075.14</b>  |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$90.57             | \$0.00              | \$90.57            |
| -Retiree Share                                               | Monthly       | \$257.76            | \$20.65             | \$278.41           |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$4,179.97</b>   | <b>\$247.78</b>     | <b>\$4,427.75</b>  |

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

|                                                              | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|--------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 2</b> |               |                         |                         |                        |
| <b>Retiree</b>                                               |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$593.01                | \$0.00                  | \$593.01               |
| -Retiree Share                                               | Monthly       | \$593.01                | \$32.79                 | \$625.80               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$14,232.28</b>      | <b>\$393.45</b>         | <b>\$14,625.73</b>     |
| <b>Spouse</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$142.76                | \$0.00                  | \$142.76               |
| -Retiree Share                                               | Monthly       | \$428.28                | \$20.65                 | \$448.92               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,852.41</b>       | <b>\$247.78</b>         | <b>\$7,100.19</b>      |
| <b>Children</b>                                              |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$128.36                | \$0.00                  | \$128.36               |
| -Retiree Share                                               | Monthly       | \$385.08                | \$18.31                 | \$403.39               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,161.25</b>       | <b>\$219.70</b>         | <b>\$6,380.95</b>      |
| <b>Family</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$213.61                | \$0.00                  | \$213.61               |
| -Retiree Share                                               | Monthly       | \$640.82                | \$40.54                 | \$681.36               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$10,253.11</b>      | <b>\$486.46</b>         | <b>\$10,739.57</b>     |

### **Base Plan - Retirees - Medicare Eligible - Tier 2**

|                |               |                   |                 |                   |
|----------------|---------------|-------------------|-----------------|-------------------|
| <b>Retiree</b> |               |                   |                 |                   |
| -City Share    | Monthly       | \$361.74          | \$0.00          | \$361.74          |
| -Retiree Share | Monthly       | \$361.74          | \$32.79         | \$394.52          |
| <b>Total</b>   | <b>Annual</b> | <b>\$8,681.69</b> | <b>\$393.45</b> | <b>\$9,075.14</b> |
| <b>Spouse</b>  |               |                   |                 |                   |
| -City Share    | Monthly       | \$87.08           | \$0.00          | \$87.08           |
| -Retiree Share | Monthly       | \$261.25          | \$20.65         | \$281.90          |
| <b>Total</b>   | <b>Annual</b> | <b>\$4,179.97</b> | <b>\$247.78</b> | <b>\$4,427.75</b> |

**Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.**

|                                                              | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|--------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 3</b> |               |                         |                         |                        |
| <b>Retiree</b>                                               |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$355.81                | \$0.00                  | \$355.81               |
| -Retiree Share                                               | Monthly       | \$830.22                | \$32.79                 | \$863.00               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$14,232.28</b>      | <b>\$393.45</b>         | <b>\$14,625.73</b>     |
| <b>Spouse</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$85.66                 | \$0.00                  | \$85.66                |
| -Retiree Share                                               | Monthly       | \$485.38                | \$20.65                 | \$506.03               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,852.41</b>       | <b>\$247.78</b>         | <b>\$7,100.19</b>      |
| <b>Children</b>                                              |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$77.02                 | \$0.00                  | \$77.02                |
| -Retiree Share                                               | Monthly       | \$436.42                | \$18.31                 | \$454.73               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,161.25</b>       | <b>\$219.70</b>         | <b>\$6,380.95</b>      |
| <b>Family</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$128.16                | \$0.00                  | \$128.16               |
| -Retiree Share                                               | Monthly       | \$726.26                | \$40.54                 | \$766.80               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$10,253.11</b>      | <b>\$486.46</b>         | <b>\$10,739.57</b>     |

### **Base Plan - Retirees - Medicare Eligible - Tier 3**

|                |               |                   |                 |                   |
|----------------|---------------|-------------------|-----------------|-------------------|
| <b>Retiree</b> |               |                   |                 |                   |
| -City Share    | Monthly       | \$217.04          | \$0.00          | \$217.04          |
| -Retiree Share | Monthly       | \$506.43          | \$32.79         | \$539.22          |
| <b>Total</b>   | <b>Annual</b> | <b>\$8,681.69</b> | <b>\$393.45</b> | <b>\$9,075.14</b> |
| <b>Spouse</b>  |               |                   |                 |                   |
| -City Share    | Monthly       | \$52.25           | \$0.00          | \$52.25           |
| -Retiree Share | Monthly       | \$296.08          | \$20.65         | \$316.73          |
| <b>Total</b>   | <b>Annual</b> | <b>\$4,179.97</b> | <b>\$247.78</b> | <b>\$4,427.75</b> |

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

|                                                              | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|--------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 4</b> |               |                         |                         |                        |
| <b>Retiree</b>                                               |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$118.60                | \$0.00                  | \$118.60               |
| -Retiree Share                                               | Monthly       | \$1,067.42              | \$32.79                 | \$1,100.21             |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$14,232.28</b>      | <b>\$393.45</b>         | <b>\$14,625.73</b>     |
| <b>Spouse</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$28.55                 | \$0.00                  | \$28.55                |
| -Retiree Share                                               | Monthly       | \$542.48                | \$20.65                 | \$563.13               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,852.41</b>       | <b>\$247.78</b>         | <b>\$7,100.19</b>      |
| <b>Children</b>                                              |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$25.67                 | \$0.00                  | \$25.67                |
| -Retiree Share                                               | Monthly       | \$487.77                | \$18.31                 | \$506.07               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,161.25</b>       | <b>\$219.70</b>         | <b>\$6,380.95</b>      |
| <b>Family</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$42.72                 | \$0.00                  | \$42.72                |
| -Retiree Share                                               | Monthly       | \$811.70                | \$40.54                 | \$852.24               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$10,253.11</b>      | <b>\$486.46</b>         | <b>\$10,739.57</b>     |
| <b>Base Plan - Retirees - Medicare Eligible - Tier 4</b>     |               |                         |                         |                        |
| <b>Retiree</b>                                               |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$72.35                 | \$0.00                  | \$72.35                |
| -Retiree Share                                               | Monthly       | \$651.13                | \$32.79                 | \$683.91               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$8,681.69</b>       | <b>\$393.45</b>         | <b>\$9,075.14</b>      |
| <b>Spouse</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$17.42                 | \$0.00                  | \$17.42                |
| -Retiree Share                                               | Monthly       | \$330.91                | \$20.65                 | \$351.56               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$4,179.97</b>       | <b>\$247.78</b>         | <b>\$4,427.75</b>      |

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

|                                                              | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|--------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 5</b> |               |                         |                         |                        |
| <b>Retiree</b>                                               |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$0.00                  | \$0.00                  | \$0.00                 |
| -Retiree Share                                               | Monthly       | \$1,186.02              | \$32.79                 | \$1,218.81             |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$14,232.28</b>      | <b>\$393.45</b>         | <b>\$14,625.73</b>     |
| <b>Spouse</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$0.00                  | \$0.00                  | \$0.00                 |
| -Retiree Share                                               | Monthly       | \$571.03                | \$20.65                 | \$591.68               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,852.41</b>       | <b>\$247.78</b>         | <b>\$7,100.19</b>      |
| <b>Children</b>                                              |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$0.00                  | \$0.00                  | \$0.00                 |
| -Retiree Share                                               | Monthly       | \$513.44                | \$18.31                 | \$531.75               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$6,161.25</b>       | <b>\$219.70</b>         | <b>\$6,380.95</b>      |
| <b>Family</b>                                                |               |                         |                         |                        |
| -City Share                                                  | Monthly       | \$0.00                  | \$0.00                  | \$0.00                 |
| -Retiree Share                                               | Monthly       | \$854.43                | \$40.54                 | \$894.96               |
| <b>Total</b>                                                 | <b>Annual</b> | <b>\$10,253.11</b>      | <b>\$486.46</b>         | <b>\$10,739.57</b>     |

### **Base Plan - Retirees - Medicare Eligible - Tier 5**

|                |               |                   |                 |                   |
|----------------|---------------|-------------------|-----------------|-------------------|
| <b>Retiree</b> |               |                   |                 |                   |
| -City Share    | Monthly       | \$0.00            | \$0.00          | \$0.00            |
| -Retiree Share | Monthly       | \$723.47          | \$32.79         | \$756.26          |
| <b>Total</b>   | <b>Annual</b> | <b>\$8,681.69</b> | <b>\$393.45</b> | <b>\$9,075.14</b> |
| <b>Spouse</b>  |               |                   |                 |                   |
| -City Share    | Monthly       | \$0.00            | \$0.00          | \$0.00            |
| -Retiree Share | Monthly       | \$348.33          | \$20.65         | \$368.98          |
| <b>Total</b>   | <b>Annual</b> | <b>\$4,179.97</b> | <b>\$247.78</b> | <b>\$4,427.75</b> |

**Tier 5 retirees are employees who were hired after February 26, 2013.**

|                                         |               | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|-----------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>High Deductible Plan - Employees</b> |               |                         |                         |                        |
| <b>Employee</b>                         |               |                         |                         |                        |
| -City Share                             | Bi-Weekly     | \$387.67                | \$9.63                  | \$397.31               |
| -EE Share                               | Bi-Weekly     | \$22.09                 | \$5.50                  | \$27.59                |
| <b>Total</b>                            | <b>Annual</b> | <b>\$10,653.79</b>      | <b>\$393.45</b>         | <b>\$11,047.24</b>     |
| -EE Tobacco Surcharge                   | Bi-Weekly     | \$61.46                 | \$0.00                  | \$61.46                |
| <br>                                    |               |                         |                         |                        |
| <b>Spouse</b>                           |               |                         |                         |                        |
| -City Share                             | Bi-Weekly     | \$90.67                 | \$0.00                  | \$90.67                |
| -EE Share                               | Bi-Weekly     | \$71.35                 | \$9.53                  | \$80.88                |
| <b>Total</b>                            | <b>Annual</b> | <b>\$4,212.43</b>       | <b>\$247.78</b>         | <b>\$4,460.21</b>      |
| -EE Tobacco Surcharge                   | Bi-Weekly     | \$24.30                 | \$0.00                  | \$24.30                |
| <br>                                    |               |                         |                         |                        |
| <b>Children</b>                         |               |                         |                         |                        |
| -City Share                             | Bi-Weekly     | \$79.20                 | \$0.00                  | \$79.20                |
| -EE Share                               | Bi-Weekly     | \$65.69                 | \$8.45                  | \$74.14                |
| <b>Total</b>                            | <b>Annual</b> | <b>\$3,767.27</b>       | <b>\$219.70</b>         | <b>\$3,986.97</b>      |
| -EE Tobacco Surcharge                   | Bi-Weekly     | \$21.73                 | \$0.00                  | \$21.73                |
| <br>                                    |               |                         |                         |                        |
| <b>Family</b>                           |               |                         |                         |                        |
| -City Share                             | Bi-Weekly     | \$142.78                | \$0.00                  | \$142.78               |
| -EE Share                               | Bi-Weekly     | \$101.99                | \$18.71                 | \$120.70               |
| <b>Total</b>                            | <b>Annual</b> | <b>\$6,364.05</b>       | <b>\$486.46</b>         | <b>\$6,850.51</b>      |
| -EE Tobacco Surcharge                   | Bi-Weekly     | \$36.72                 | \$0.00                  | \$36.72                |

|                                                                         | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|-------------------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 1</b> |               |                         |                         |                        |
| <b>Retiree</b>                                                          |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$514.93                | \$16.72                 | \$531.65               |
| -Retiree Share                                                          | Monthly       | \$372.88                | \$16.07                 | \$388.95               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$10,653.79</b>      | <b>\$393.45</b>         | <b>\$11,047.24</b>     |
| <b>Spouse</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$91.27                 | \$0.00                  | \$91.27                |
| -Retiree Share                                                          | Monthly       | \$259.77                | \$20.65                 | \$280.41               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$4,212.43</b>       | <b>\$247.78</b>         | <b>\$4,460.21</b>      |
| <b>Children</b>                                                         |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$94.18                 | \$0.00                  | \$94.18                |
| -Retiree Share                                                          | Monthly       | \$219.76                | \$18.31                 | \$238.07               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$3,767.27</b>       | <b>\$219.70</b>         | <b>\$3,986.97</b>      |
| <b>Family</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$175.01                | \$0.00                  | \$175.01               |
| -Retiree Share                                                          | Monthly       | \$355.33                | \$40.54                 | \$395.86               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$6,364.05</b>       | <b>\$486.46</b>         | <b>\$6,850.51</b>      |

### **High Deductible Plan - Retirees - Medicare Eligible - Tier 1**

|                |               |                   |                 |                   |
|----------------|---------------|-------------------|-----------------|-------------------|
| <b>Retiree</b> |               |                   |                 |                   |
| -City Share    | Monthly       | \$314.11          | \$16.72         | \$330.83          |
| -Retiree Share | Monthly       | \$227.46          | \$16.07         | \$243.52          |
| <b>Total</b>   | <b>Annual</b> | <b>\$6,498.81</b> | <b>\$393.45</b> | <b>\$6,892.26</b> |
| <b>Spouse</b>  |               |                   |                 |                   |
| -City Share    | Monthly       | \$55.67           | \$5.37          | \$61.04           |
| -Retiree Share | Monthly       | \$158.46          | \$15.28         | \$173.74          |
| <b>Total</b>   | <b>Annual</b> | <b>\$2,569.58</b> | <b>\$247.78</b> | <b>\$2,817.36</b> |

**Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.**



|                                                                         | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|-------------------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 2</b> |               |                         |                         |                        |
| <b>Retiree</b>                                                          |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$443.91                | \$0.00                  | \$443.91               |
| -Retiree Share                                                          | Monthly       | \$443.91                | \$32.79                 | \$476.70               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$10,653.79</b>      | <b>\$393.45</b>         | <b>\$11,047.24</b>     |
| <b>Spouse</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$87.76                 | \$0.00                  | \$87.76                |
| -Retiree Share                                                          | Monthly       | \$263.28                | \$20.65                 | \$283.93               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$4,212.43</b>       | <b>\$247.78</b>         | <b>\$4,460.21</b>      |
| <b>Children</b>                                                         |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$78.48                 | \$0.00                  | \$78.48                |
| -Retiree Share                                                          | Monthly       | \$235.45                | \$18.31                 | \$253.76               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$3,767.27</b>       | <b>\$219.70</b>         | <b>\$3,986.97</b>      |
| <b>Family</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$132.58                | \$0.00                  | \$132.58               |
| -Retiree Share                                                          | Monthly       | \$397.75                | \$40.54                 | \$438.29               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$6,364.05</b>       | <b>\$486.46</b>         | <b>\$6,850.51</b>      |

### **High Deductible Plan - Retirees - Medicare Eligible - Tier 2**

|                |               |                   |                 |                   |
|----------------|---------------|-------------------|-----------------|-------------------|
| <b>Retiree</b> |               |                   |                 |                   |
| -City Share    | Monthly       | \$270.78          | \$0.00          | \$270.78          |
| -Retiree Share | Monthly       | \$270.78          | \$32.79         | \$303.57          |
| <b>Total</b>   | <b>Annual</b> | <b>\$6,498.81</b> | <b>\$393.45</b> | <b>\$6,892.26</b> |
| <b>Spouse</b>  |               |                   |                 |                   |
| -City Share    | Monthly       | \$53.53           | \$0.00          | \$53.53           |
| -Retiree Share | Monthly       | \$160.60          | \$20.65         | \$181.25          |
| <b>Total</b>   | <b>Annual</b> | <b>\$2,569.58</b> | <b>\$247.78</b> | <b>\$2,817.36</b> |

**Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.**

|                                                                         | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|-------------------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 3</b> |               |                         |                         |                        |
| <b>Retiree</b>                                                          |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$266.34                | \$0.00                  | \$266.34               |
| -Retiree Share                                                          | Monthly       | \$621.47                | \$32.79                 | \$654.26               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$10,653.79</b>      | <b>\$393.45</b>         | <b>\$11,047.24</b>     |
| <b>Spouse</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$52.66                 | \$0.00                  | \$52.66                |
| -Retiree Share                                                          | Monthly       | \$298.38                | \$20.65                 | \$319.03               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$4,212.43</b>       | <b>\$247.78</b>         | <b>\$4,460.21</b>      |
| <b>Children</b>                                                         |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$47.09                 | \$0.00                  | \$47.09                |
| -Retiree Share                                                          | Monthly       | \$266.85                | \$18.31                 | \$285.16               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$3,767.27</b>       | <b>\$219.70</b>         | <b>\$3,986.97</b>      |
| <b>Family</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$79.55                 | \$0.00                  | \$79.55                |
| -Retiree Share                                                          | Monthly       | \$450.79                | \$40.54                 | \$491.33               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$6,364.05</b>       | <b>\$486.46</b>         | <b>\$6,850.51</b>      |

### **High Deductible Plan - Retirees - Medicare Eligible - Tier 3**

|                |               |                   |                 |                   |
|----------------|---------------|-------------------|-----------------|-------------------|
| <b>Retiree</b> |               |                   |                 |                   |
| -City Share    | Monthly       | \$162.47          | \$0.00          | \$162.47          |
| -Retiree Share | Monthly       | \$379.10          | \$32.79         | \$411.88          |
| <b>Total</b>   | <b>Annual</b> | <b>\$6,498.81</b> | <b>\$393.45</b> | <b>\$6,892.26</b> |
| <b>Spouse</b>  |               |                   |                 |                   |
| -City Share    | Monthly       | \$32.12           | \$0.00          | \$32.12           |
| -Retiree Share | Monthly       | \$182.01          | \$20.65         | \$202.66          |
| <b>Total</b>   | <b>Annual</b> | <b>\$2,569.58</b> | <b>\$247.78</b> | <b>\$2,817.36</b> |

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

|                                                                         | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|-------------------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 4</b> |               |                         |                         |                        |
| <b>Retiree</b>                                                          |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$88.78                 | \$0.00                  | \$88.78                |
| -Retiree Share                                                          | Monthly       | \$799.03                | \$32.79                 | \$831.82               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$10,653.79</b>      | <b>\$393.45</b>         | <b>\$11,047.24</b>     |
| <b>Spouse</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$17.55                 | \$0.00                  | \$17.55                |
| -Retiree Share                                                          | Monthly       | \$333.48                | \$20.65                 | \$354.13               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$4,212.43</b>       | <b>\$247.78</b>         | <b>\$4,460.21</b>      |
| <b>Children</b>                                                         |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$15.70                 | \$0.00                  | \$15.70                |
| -Retiree Share                                                          | Monthly       | \$298.24                | \$18.31                 | \$316.55               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$3,767.27</b>       | <b>\$219.70</b>         | <b>\$3,986.97</b>      |
| <b>Family</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$26.52                 | \$0.00                  | \$26.52                |
| -Retiree Share                                                          | Monthly       | \$503.82                | \$40.54                 | \$544.36               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$6,364.05</b>       | <b>\$486.46</b>         | <b>\$6,850.51</b>      |

#### **High Deductible Plan - Retirees - Medicare Eligible - Tier 4**

|                |               |                   |                 |                   |
|----------------|---------------|-------------------|-----------------|-------------------|
| <b>Retiree</b> |               |                   |                 |                   |
| -City Share    | Monthly       | \$54.16           | \$0.00          | \$54.16           |
| -Retiree Share | Monthly       | \$487.41          | \$32.79         | \$520.20          |
| <b>Total</b>   | <b>Annual</b> | <b>\$6,498.81</b> | <b>\$393.45</b> | <b>\$6,892.26</b> |
| <b>Spouse</b>  |               |                   |                 |                   |
| -City Share    | Monthly       | \$10.71           | \$0.00          | \$10.71           |
| -Retiree Share | Monthly       | \$203.43          | \$20.65         | \$224.07          |
| <b>Total</b>   | <b>Annual</b> | <b>\$2,569.58</b> | <b>\$247.78</b> | <b>\$2,817.36</b> |

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

|                                                                         | <u>Period</u> | <u>Health<br/>Rates</u> | <u>Dental<br/>Rates</u> | <u>Total<br/>Rates</u> |
|-------------------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 5</b> |               |                         |                         |                        |
| <b>Retiree</b>                                                          |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$0.00                  | \$0.00                  | \$0.00                 |
| -Retiree Share                                                          | Monthly       | \$887.82                | \$32.79                 | \$920.60               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$10,653.79</b>      | <b>\$393.45</b>         | <b>\$11,047.24</b>     |
| <b>Spouse</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$0.00                  | \$0.00                  | \$0.00                 |
| -Retiree Share                                                          | Monthly       | \$351.04                | \$20.65                 | \$371.68               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$4,212.43</b>       | <b>\$247.78</b>         | <b>\$4,460.21</b>      |
| <b>Children</b>                                                         |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$0.00                  | \$0.00                  | \$0.00                 |
| -Retiree Share                                                          | Monthly       | \$313.94                | \$18.31                 | \$332.25               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$3,767.27</b>       | <b>\$219.70</b>         | <b>\$3,986.97</b>      |
| <b>Family</b>                                                           |               |                         |                         |                        |
| -City Share                                                             | Monthly       | \$0.00                  | \$0.00                  | \$0.00                 |
| -Retiree Share                                                          | Monthly       | \$530.34                | \$40.54                 | \$570.88               |
| <b>Total</b>                                                            | <b>Annual</b> | <b>\$6,364.05</b>       | <b>\$486.46</b>         | <b>\$6,850.51</b>      |

### **High Deductible Plan - Retirees - Medicare Eligible - Tier 5**

|                |               |                   |                 |                   |
|----------------|---------------|-------------------|-----------------|-------------------|
| <b>Retiree</b> |               |                   |                 |                   |
| -City Share    | Monthly       | \$0.00            | \$0.00          | \$0.00            |
| -Retiree Share | Monthly       | \$541.57          | \$32.79         | \$574.36          |
| <b>Total</b>   | <b>Annual</b> | <b>\$6,498.81</b> | <b>\$393.45</b> | <b>\$6,892.26</b> |
| <b>Spouse</b>  |               |                   |                 |                   |
| -City Share    | Monthly       | \$0.00            | \$0.00          | \$0.00            |
| -Retiree Share | Monthly       | \$214.13          | \$20.65         | \$234.78          |
| <b>Total</b>   | <b>Annual</b> | <b>\$2,569.58</b> | <b>\$247.78</b> | <b>\$2,817.36</b> |

Tier 5 retirees are employees who were hired after February 26, 2013.

City of Clermont  
Group Medical Self Insurance Fund  
Revenues and Expenditures

10/21/2020

2016 - 2021

Modified  
Wellness  
C  
  
Increase and  
Plan Changes

|                                                  | CY 2016<br>Actual  | CY 2017<br>Actual  | CY 2018<br>Actual  | CY 2019<br>Actual  | CY 2020<br>Budget  | CY 2020<br>Actual<br>9-30-20 | CY 2020<br>Projected | (15%ER/10%EE)<br>CY 2021<br>Budget |
|--------------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------------------|----------------------|------------------------------------|
| <b>Beginning Cash</b>                            | \$402,752          | \$718,717          | \$927,655          | \$1,870,392        | \$2,351,504        | \$1,926,637                  | \$1,926,637          | \$1,115,294                        |
| <b>Revenues</b>                                  |                    |                    |                    |                    |                    |                              |                      |                                    |
| City Premiums                                    | \$3,378,487        | \$3,389,747        | \$3,921,456        | \$4,185,182        | \$4,030,313        | \$2,883,354                  | \$3,945,643          | \$4,537,489                        |
| Employee Premiums                                | \$692,451          | \$788,395          | \$852,332          | \$775,972          | \$856,981          | \$574,158                    | \$785,690            | \$921,320                          |
| Retiree/Cobra Premiums                           | \$64,727           | \$70,008           | \$82,637           | \$131,445          | \$110,593          | \$123,224                    | \$164,299            | \$188,944                          |
| Reimb - Reinsurance                              | \$909,561          | \$46,783           | \$838              | \$639              | \$0                | \$0                          | \$0                  | \$0                                |
| Reimb - CIGNA Wellness                           | \$30,207           | \$30,603           | \$31,170           | \$31,347           | \$25,000           | \$24,574                     | \$32,765             | \$32,450                           |
| Reimb - Other                                    |                    | \$0                | \$0                | \$0                | \$0                | \$34,162                     | \$34,162             | \$30,000                           |
| Interest Earnings                                | \$4,591            | \$5,852            | \$15,101           | \$25,151           | \$26,000           | \$11,808                     | \$15,745             | \$8,000                            |
| Loan from City                                   | \$500,000          | \$0                | \$0                | \$0                | \$0                | \$0                          | \$0                  | \$0                                |
| Transfer from City                               | \$0                | \$600,000          | \$599,700          | \$0                | \$0                | \$0                          | \$0                  | \$0                                |
| <b>Total Revenues</b>                            | <b>\$5,580,024</b> | <b>\$4,931,388</b> | <b>\$5,503,234</b> | <b>\$5,149,736</b> | <b>\$5,048,887</b> | <b>\$3,651,281</b>           | <b>\$4,978,304</b>   | <b>\$5,718,203</b>                 |
| <b>Expenditures</b>                              |                    |                    |                    |                    |                    |                              |                      |                                    |
| Claims                                           | \$4,578,118        | \$3,987,958        | \$3,580,388        | \$3,831,689        | \$4,110,972        | \$3,545,627                  | \$4,727,503          | \$4,518,246                        |
| Wellness Programs                                | \$26,846           | \$25,521           | \$28,574           | \$5,139            | \$29,500           | \$19                         | \$29,500             | \$41,250                           |
| Admin Fees                                       | \$206,140          | \$234,842          | \$252,485          | \$278,714          | \$255,823          | \$224,961                    | \$299,948            | \$303,506                          |
| Reinsurance                                      | \$452,955          | \$474,129          | \$571,237          | \$605,747          | \$697,916          | \$549,522                    | \$732,696            | \$829,678                          |
| Reimburse Loan from City                         | \$0                | \$0                | \$127,813          | \$372,201          | \$0                | \$0                          | \$0                  | \$0                                |
| <b>Total Expenditures</b>                        | <b>\$5,264,059</b> | <b>\$4,722,450</b> | <b>\$4,560,497</b> | <b>\$5,093,490</b> | <b>\$5,094,211</b> | <b>\$4,320,128</b>           | <b>\$5,789,646</b>   | <b>\$5,692,680</b>                 |
| <b>Ending Cash</b>                               | <b>\$718,717</b>   | <b>\$927,655</b>   | <b>\$1,870,392</b> | <b>\$1,926,637</b> | <b>\$2,306,181</b> | <b>\$1,257,790</b>           | <b>\$1,115,294</b>   | <b>\$1,140,818</b>                 |
| <b>Ending Cash % of Claims</b>                   | <b>15.70%</b>      | <b>23.26%</b>      | <b>52.24%</b>      | <b>50.28%</b>      | <b>56.10%</b>      | <b>35.47%</b>                | <b>23.59%</b>        | <b>25.25%</b>                      |
| <b>Target Ending Cash (33% of claims amount)</b> | \$1,210,624        | \$1,300,588        | \$1,181,252        | \$1,264,246        |                    |                              | \$1,560,076          | \$1,491,021                        |
| <b>Cash Variance from Target</b>                 |                    |                    |                    |                    |                    |                              | <b>(\$444,781)</b>   | <b>(\$350,203)</b>                 |



## CITY OF CLERMONT

# AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                               |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                               |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                               |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                               |                                |
| Resolution No. 2020-69R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                               |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                               |                                |
| Request approval of an updated Comprehensive Fee Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                               |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                               |                                |
| <p>Staff is requesting to add two new fees to the Comprehensive Fee Schedule.</p> <p>The first fee, due to Covid-19, is the addition of a cleaning fee for the City Center and Highlander Building which do not have a cleaning crew. This would provide for comprehensive sanitation of the facility following rentals and the return of rental equipment to ensure safety for the renter and staff. This had previously been required to be completed by the renter.</p> <p>The second requested fee is to establish rental fees for the new Art Walk.</p> <p>The third requested fee is to establish a fee for short term rentals.</p> |                                                                               |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                               |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                               |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                               |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Fund Number and Description</b>                                            | <b>Available Budget Amount</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                               |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                |
| 1. Resolution 2020-69R - Comprehensive Fee Schedule (11.3.2020 V4) - R&F BL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Resolution 2020-69R - Comprehensive Fee Schedule (11.3.2020 V4) - R&F BL .pdf |                                |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2020-69R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATING TO USER AND APPLICATION FEES CHARGED BY THE CITY; AMENDING THE PARKS AND RECREATION FEE SCHEDULE AND ESTABLISHING THE APPLICATION AND INSPECTION FEE FOR VACATION RENTALS PURSUANT TO CITY CODE SECTION 122-361; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police, city clerk and utility billing; and

**WHEREAS**, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 86.112, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clermont, Lake County, Florida, as follows:

**SECTION 1: PARKS AND RECREATION FEES**

The City Council does hereby amend Section 4 – Parks and Recreation Fees of the Comprehensive Fee Schedule, to add new fees as follows:

**Park Area Rental Rates**

|                                                 | <u>City Resident/Non-Profit</u> | <u>Non-Resident</u> |
|-------------------------------------------------|---------------------------------|---------------------|
| COVID-19 Cleaning Fee<br>(Clermont City Center) | \$60.00                         | \$60.00             |
| COVID-19 Cleaning Fee<br>(Highlander Building)  | \$60.00                         | \$60.00             |
| Art Walk Rental per hour                        | \$25.00                         | \$50.00             |
| Art Walk Rental per day                         | \$200.00                        | \$300.00            |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2020-69R**

**SECTION 2: VACATION RENTAL PERMIT AND INSPECTION FEES**

|                                                 |          |
|-------------------------------------------------|----------|
| Initial Permit Application Fee (per location)   | \$300.00 |
| Initial Inspection Fee (per location)           | \$75.00  |
| Annual Permit Renewal Fee and Re-Inspection Fee | \$150.00 |

**SECTION 3: CONFLICT**

Any resolution or ordinance previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

**SECTION 4: PUBLIC ACCESS**

A copy of this Resolution and the Comprehensive Fee Schedule shall be kept on file in the City Clerk's office and made available to the public upon request.

**SECTION 5: EFFECTIVE DATE**

This Resolution shall take effect November 10, 2020.





*CITY OF CLERMONT*  
**RESOLUTION NO. 2020-69R**

**DONE AND RESOLVED**, by the City Council of the City of Clermont, Lake County, Florida this 10th day of November, 2020.

**CITY OF CLERMONT**

---

Gail L. Ash, Mayor

ATTEST:

---

Tracy Ackroyd Howe, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

**AGENDA ITEM**

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|                                                                                                                                                                                                                      |                                    |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                  |                                    |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                           |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                              |                                    |                                |
| Resolution No. 2020-70R                                                                                                                                                                                              |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                              |                                    |                                |
| Request approval of Resolution No. 2020-70R to amend the FY 2020 Budget.                                                                                                                                             |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                  |                                    |                                |
| Resolution No. 2020-70R is proposed for the final amendment to the FY 2020 Budget. The resolution formally amends the annual budget for FY 2020 and is primarily for items subsequent to the FY 2021 budget process. |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                           |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                         |                                    |                                |
| The total decrease to fund balance for all funds is \$81,857.                                                                                                                                                        |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                 | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
|                                                                                                                                                                                                                      |                                    |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                             |                                    |                                |
| 1. Resolution No. 2020-70R                                                                                                                                                                                           | Resolution No. 2020-70R.pdf        |                                |

**CITY OF CLERMONT  
RESOLUTION NO. 2020-70R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET  
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR  
2019-2020**

**WHEREAS**, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2019 to September 30, 2020:

**GENERAL FUND**

- |                                                                                                                                                    |    |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----|--------|
| 1. Increase Capital Equipment (10511-66401)                                                                                                        | \$ | 5,584  |
| To amend the City Clerk Department budget to fund the purchase of a copier/printer/scanner/fax machine.                                            |    |        |
| 2. Increase Uncollectible Accounts (10515-54907)                                                                                                   | \$ | 86,102 |
| To amend the Planning & Development Services budget to fund the write off of uncollectable accounts related to Business Licensing.                 |    |        |
| 3. Increase Advertising (10519-54800)                                                                                                              | \$ | 20,300 |
| To amend the General Government budget to fund increased ordinance advertising costs.                                                              |    |        |
| 4. Decrease Regular Salaries (10521-12100)                                                                                                         | \$ | 24,120 |
| To amend the Police Department budget for a vacant Police Officer position.                                                                        |    |        |
| 5. Decrease Regular Salaries (10541-12100)                                                                                                         | \$ | 43,935 |
| To amend the Public Services - Streets budget for a vacant Maintenance Worker position.                                                            |    |        |
| 6. Decrease Regular Salaries (10542-12100)                                                                                                         | \$ | 43,936 |
| To amend the Public Services - Grounds Maintenance budget for a vacant Maintenance Worker position.                                                |    |        |
| 7. Increase Transfer Out Debt Service (10581-99113-72118)                                                                                          | \$ | 5      |
| To amend the Transfer out to the Debt Service Fund for the 2016 Refunding of the Public Improvement Revenue Note related to the Arts & Rec Center. |    |        |

**CITY OF CLERMONT**  
**RESOLUTION NO. 2020-70R**

**INFRASTRUCTURE SALES TAX FUND**

- |                                                                                                                          |    |    |
|--------------------------------------------------------------------------------------------------------------------------|----|----|
| 1. Increase Transfer Out Debt Service - Master Plan (12581-99113-20000)                                                  | \$ | 11 |
| To amend the Transfer out to the Debt Service Fund for the Master Plan Capital Projects Revenue Note Series 2017.        |    |    |
| 2. Increase Transfer Out Debt Service – Police HQ (12581-99113-21101)                                                    | \$ | 4  |
| To amend the Transfer out to the Debt Service Fund for the Infrastructure Sales Surtax Capital Revenue Note Series 2016. |    |    |
| 3. Decrease Bank Service Charge (12519-54909)                                                                            | \$ | 15 |
| To amend the General Government Department for less bank service charges.                                                |    |    |

**RECREATION IMPACT FUND**

- |                                                                                                                                         |    |        |
|-----------------------------------------------------------------------------------------------------------------------------------------|----|--------|
| 1. Increase Capital Outlay – Recreation Rowing Facility (14549-66301-72117)                                                             | \$ | 11,500 |
| Increase Capital Outlay – Pro. Svc Rowing Facility (14549-66900-72117)                                                                  | \$ | 22,602 |
| To amend the Public Services – Facilities Maintenance budget for construction and design costs related to the Clermont Rowing Facility. |    |        |
| 2. Decrease Fund Balance (14599-59900)                                                                                                  | \$ | 34,102 |
| Total Recreation Impact Fee Fund adjustments.                                                                                           |    |        |

**GROUP SELF INSURANCE FUND**

- |                                                      |    |        |
|------------------------------------------------------|----|--------|
| 1. Increase Medical Services - Claims (52519-53130)  | \$ | 47,755 |
| To amend the Group Self Insurance budget for claims. |    |        |
| 2. Decrease Fund Balance (52599-59900)               | \$ | 47,755 |
| Total Group Self Insurance Fund adjustments.         |    |        |

|                                          |    |        |
|------------------------------------------|----|--------|
| Net Decrease to Fund Balance – All Funds | \$ | 81,857 |
|------------------------------------------|----|--------|

**CITY OF CLERMONT**  
**RESOLUTION NO. 2020-70R**

**NOW, THEREFORE, BE IT RESOLVED**, that the above said budget amendments of the City of Clermont for the Fiscal Year 2019-2020 are hereby adopted.

**DONE AND RESOLVED** by the City Council of the City of Clermont, Lake County, Florida, this 10<sup>th</sup> day of November, 2020.

CITY OF CLERMONT

\_\_\_\_\_  
Gail L. Ash, Mayor

ATTEST:

\_\_\_\_\_  
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Daniel F. Mantzaris, City Attorney



# CITY OF CLERMONT

## AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
| Event and Road Closure Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
| Recommend to approve the Mega Food Truck Rally to be held in Downtown Clermont along with road closures January 16, 2021.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| <p>The Clermont Downtown Partnership is requesting to host the Mega Food Truck Event in Downtown Clermont on Saturday, January 16, 2021 from 4:00 PM to 9:00 PM. The organization is requesting to close off roads starting at 2:00 PM until 11:00 PM at the following intersections:</p> <ul style="list-style-type: none"> <li>-Montrose Street from Lake Avenue to midway point between 8th Street and West Avenue (next to the old police station). CDP will adhere to all required COVID protocols that the City Council has implemented.</li> <li>-8th Street from Montrose Street to Minneola Avenue</li> <li>-7th Street from Montrose Street to Desoto Street</li> </ul> <p>(Please see attached map)</p> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                |
| 1. Mega Food Truck Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Mega Food Truck Council.pdf        |                                |
| 2. Mega Food Truck Map                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Mega Food Truck Map.pdf            |                                |



## APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/6/20  
Name of Event Mega Food Truck  
Date(s) of Event 11/16/21 Estimated Attendance: 1800  
Event Start Time: 4:00 PM Event End Time: 9:00 PM  
Before Event Setup Time: 2:00 PM After Event Cleanup Time: 11:00 PM  
Name of Organization/Applicant Clermont Downtown Partnership

\*The refundable deposit will be made payable and mailed to the name and address of the applicant listed\*

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

**Non-Profit documentation must be provided with application.**

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # 501C-6

**If Yes, you must provide your Tax Exempt Certificate with application.**

Federal ID # or Driver's License # 59-3749760  
Event Contact Sandy Farnsworth Email sandyfcdp@gmail.com  
Day Phone Same Cell Phone 352-617-8788  
Address Po Box 120734 City Clermont State FL Zip 34712  
Secondary Contact Kimberly Grogen Phone # 352-217-9291

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

N/A

Briefly Describe Event: About 25 Food Trucks, crafters +  
Vendors. Family friendly event  
Rock Wall, Bounce House, Music

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

**Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)**

Other Location: See attached map. Realtor style  
Signs Trash dumpster

**PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION**

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent\* 10 X 10

\*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No Describe the need: Some vendors

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: \_\_\_\_\_

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source: ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☒ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No Ride Types: ☒ Mechanical ☒ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.  
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No See attached

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.  
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: DJ or Band

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No Small realtor style signs

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No



## SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Mega Food Truck  
8/16/21  
Sandy Farnsworth  
P.O. Box 1120734  
 Street Address  
Clermont FL 34712  
 City ST Zip  
352-617-8788

CELL PHONE:

**Payment Deadline:**

*Application Fee and deposit are due upon submission*

*Final payment is due 30 days prior to event date.*

*Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.*

|                                                           | NON-PROFIT/<br>RESIDENT<br>RATE | BUSINESS/<br>NON-RESIDENT<br>RATE | SPECIAL INSTRUCTION       | FEE              |
|-----------------------------------------------------------|---------------------------------|-----------------------------------|---------------------------|------------------|
| Application Fee                                           | \$10                            | \$10                              | Non-Refundable            | \$10             |
| <b>CITY PROPERTY:</b>                                     |                                 |                                   |                           |                  |
| <b>HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)</b>   |                                 |                                   |                           |                  |
| Deposit                                                   | \$250                           | \$250                             | Refundable                |                  |
| Hourly Fee                                                | \$100                           | \$200                             | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$700                           | \$1100                            |                           |                  |
| <b>PARK AREA ~ AREA B (RED)</b>                           |                                 |                                   |                           |                  |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                  |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                  |
| <b>WATERFRONT ~ AREA C (YELLOW)</b>                       |                                 |                                   |                           |                  |
| Deposit                                                   | \$350                           | \$350                             | Refundable                |                  |
| Hourly Fee                                                | \$200                           | \$300                             | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$1500                          | \$2500                            |                           |                  |
| Each Consecutive Day                                      | \$1200                          | \$2000                            |                           |                  |
| <b>CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)</b>         |                                 |                                   |                           |                  |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                  |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                  |
| <b>VICTORY POINTE</b>                                     |                                 |                                   |                           |                  |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                  |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                  |
| <b>~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF</b> |                                 |                                   |                           |                  |
| Additional City Staff                                     | \$25                            | \$25                              | Per Person, Per Hour      |                  |
| Public Works Event Staff                                  | \$25                            | \$25                              | 4 hr. min, per staff      |                  |
| Police Officer                                            | \$42                            | \$42                              | 4 hr. min, Per Officer    |                  |
| Fire/ EMS                                                 | \$60                            | \$60                              | 4 hr. min, 2 staff min    |                  |
| Fire Boat in the Water                                    | \$100                           | \$100                             | Per Hour                  |                  |
|                                                           |                                 |                                   |                           | <b>Sales Tax</b> |



**Resident/Non-Profit rate is defined as**

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

*\*Non-Profits must provide business license, proof of non-profit status (5013C)*

**Non-Resident/Business rate is defined as**

- Applicant resides outside the Clermont city limits
  - Business is located outside the Clermont city limits
- \*Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

*All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

**PLEASE NOTE:** The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

**Indemnification, Insurance and Additional Costs**

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Andy Farnsworth  
Applicant's Signature

Event Manager  
Title

Sandy Farnsworth  
Printed Name

10/6/21  
Date

\*\*\*\*\*FOR CITY DEPARTMENT REVIEW ONLY\*\*\*\*\*

**Department / Division Routing:**

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

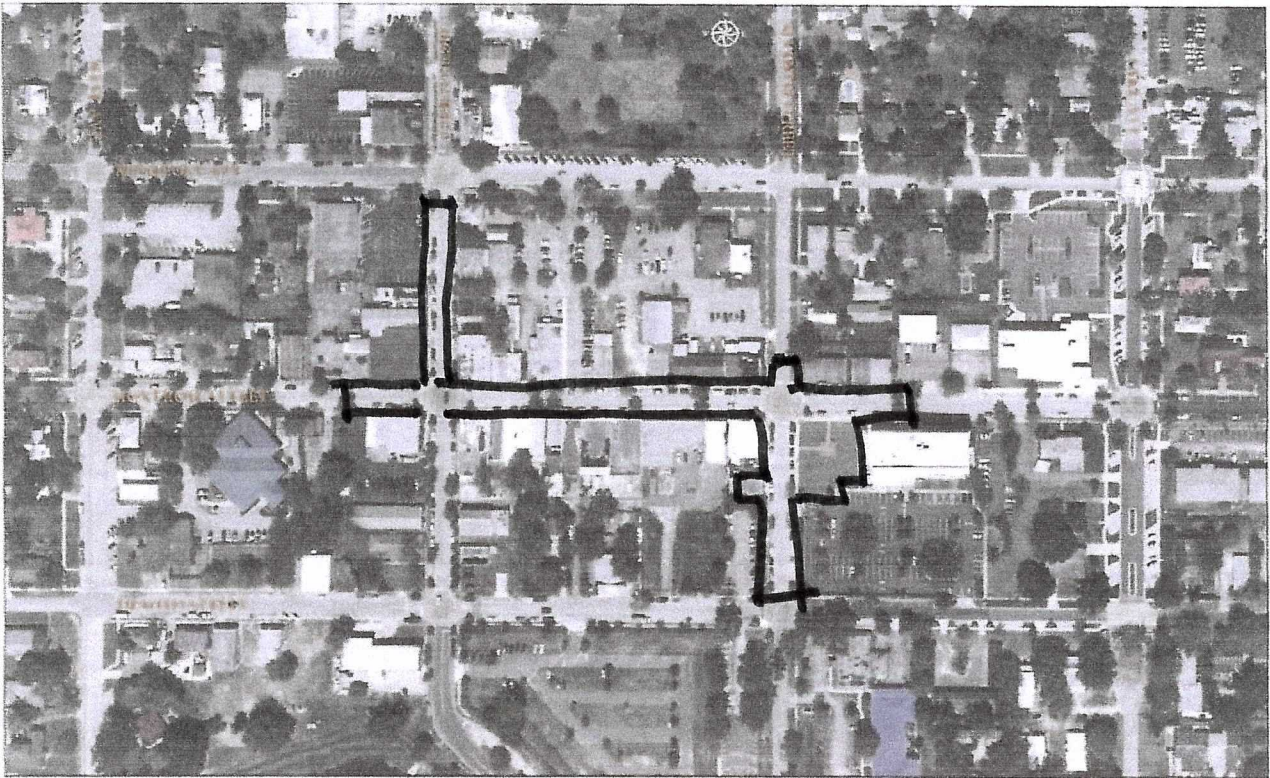
e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



Mega Food Truck  
1/16/2020

MAP 2



MAP 3









## CITY OF CLERMONT

# AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                      |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                      |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                      |
| Event and Road Closure Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                      |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                      |
| Recommend approval of the Clermont Downtown Partnership to host annual "Downtown Clermont Home and Garden Show".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                      |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                      |
| <p>The Clermont Downtown Partnership is requesting road closures on Saturday, February 27, 2021 from 8:00 a.m. through 6:00 p.m. which would include time for setup and take down for the event. The actual event would take place from 10 a.m. to 4 p.m. CDP will adhere to all required COVID protocols that the City Council has implemented.</p> <p>Road Closure requests are to include:</p> <ul style="list-style-type: none"><li>-Montrose Street at Lake Avenue</li><li>-Montrose Street at the previous police station driveway/entrance</li><li>-8th Street at Montrose Street</li><li>-8th Street at Minneola Ave</li><li>-7th Street at Montrose Street</li><li>-7th Street at Desoto Street</li></ul> |                                    |                                      |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                      |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                      |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Fund Number and Description</b> | <b>Available Budget Amount</b>       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                      |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                      |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CDP Home and Garden Show Council   | CDP Home and Garden Show Council.pdf |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CDP Home and Garden Show Map       | CDP Home and Garden Show Map.pdf     |



# APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/6/20  
Name of Event Downtown Clermont Home & Garden Show  
Date(s) of Event 2/27/21 Estimated Attendance: 3000 1800  
Event Start Time: 10:00 am Event End Time: 4:00 pm  
Before Event Setup Time: 8:00 am After Event Cleanup Time: 6:00 pm  
Name of Organization/Applicant Clermont Downtown Partnership

\*The refundable deposit will be made payable and mailed to the name and address of the applicant listed\*

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

**Non-Profit documentation must be provided with application.**

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # 501C-6

**If Yes, you must provide your Tax Exempt Certificate with application.**

Federal ID # or Driver's License # 59-3749760  
Event Contact Sandy Farnsworth Email Sandy fcdp@gmail.com  
Day Phone Same Cell Phone 352-617-8788  
Address Po Box 120734 City Clermont State FL Zip 34712  
Secondary Contact Kimberly Brogan Phone # 352-217-9291

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

N/A

Briefly Describe Event: 100+ Vendors with home garden, vintage, crafts & decor. Food trucks, music, kid zone, live demos

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☒ D ☒ Map 2 ☐ Map 3

**Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)**

Other Location: road closure signs  
trash dumpsters



## SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Downtown Clermont Home & Garden Show

2/27/21

Sandy Farnsworth

Po Box 120734

Street Address

Clermont

FL

34712

City

ST

Zip

CELL PHONE:

352-617-8788

### Payment Deadline:

*Application Fee and deposit are due upon submission*

*Final payment is due 30 days prior to event date.*

*Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.*

|                                                           | NON-PROFIT/<br>RESIDENT<br>RATE | BUSINESS/<br>NON-RESIDENT<br>RATE | SPECIAL INSTRUCTION       | FEE              |
|-----------------------------------------------------------|---------------------------------|-----------------------------------|---------------------------|------------------|
| Application Fee                                           | \$10                            | \$10                              | Non-Refundable            | \$10             |
| <b>CITY PROPERTY:</b>                                     |                                 |                                   |                           |                  |
| <b>HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)</b>   |                                 |                                   |                           |                  |
| Deposit                                                   | \$250                           | \$250                             | Refundable                |                  |
| Hourly Fee                                                | \$100                           | \$200                             | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$700                           | \$1100                            |                           |                  |
| <b>PARK AREA ~ AREA B (RED)</b>                           |                                 |                                   |                           |                  |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                  |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                  |
| <b>WATERFRONT ~ AREA C (YELLOW)</b>                       |                                 |                                   |                           |                  |
| Deposit                                                   | \$350                           | \$350                             | Refundable                |                  |
| Hourly Fee                                                | \$200                           | \$300                             | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$1500                          | \$2500                            |                           |                  |
| Each Consecutive Day                                      | \$1200                          | \$2000                            |                           |                  |
| <b>CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)</b>         |                                 |                                   |                           |                  |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                  |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                  |
| <b>VICTORY POINTE</b>                                     |                                 |                                   |                           |                  |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                  |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                  |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                  |
| <b>~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF</b> |                                 |                                   |                           |                  |
| Additional City Staff                                     | \$25                            | \$25                              | Per Person, Per Hour      |                  |
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| Police Officer                                            | \$42                            | \$42                              | 4 hr. min, Per Officer    |                  |
| Fire/ EMS                                                 | \$60                            | \$60                              | 4 hr. min, 2 staff min    |                  |
| Fire Boat in the Water                                    | \$100                           | \$100                             | Per Hour                  |                  |
|                                                           |                                 |                                   |                           | <b>Sales Tax</b> |



**PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION**

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No

Size of Tent\* 10X10

\*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No

Describe the need: Some vendors 110v

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: \_\_\_\_\_

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No Grill

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☒ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No Ride Types: ☒ Mechanical ☒ Bounce Houses ☐ Animals

Insurance may be required by provider

Rock Wall

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.  
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

See attached

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.  
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☒ Yes ☒ No

Radio Ads only

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: DJ

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

Reactor Style Signs

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? Sponsor ☒ Yes ☐ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No



**Resident/Non-Profit rate is defined as**

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

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**Non-Resident/Business rate is defined as**

- Applicant resides outside the Clermont city limits
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*All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

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**Indemnification, Insurance and Additional Costs**

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Sandy Farnsworth  
Applicant's Signature

Event Manager  
Title

Sandy Farnsworth  
Printed Name

10/6/20  
Date

\*\*\*\*\*FOR CITY DEPARTMENT REVIEW ONLY\*\*\*\*\*

**Department / Division Routing:**

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

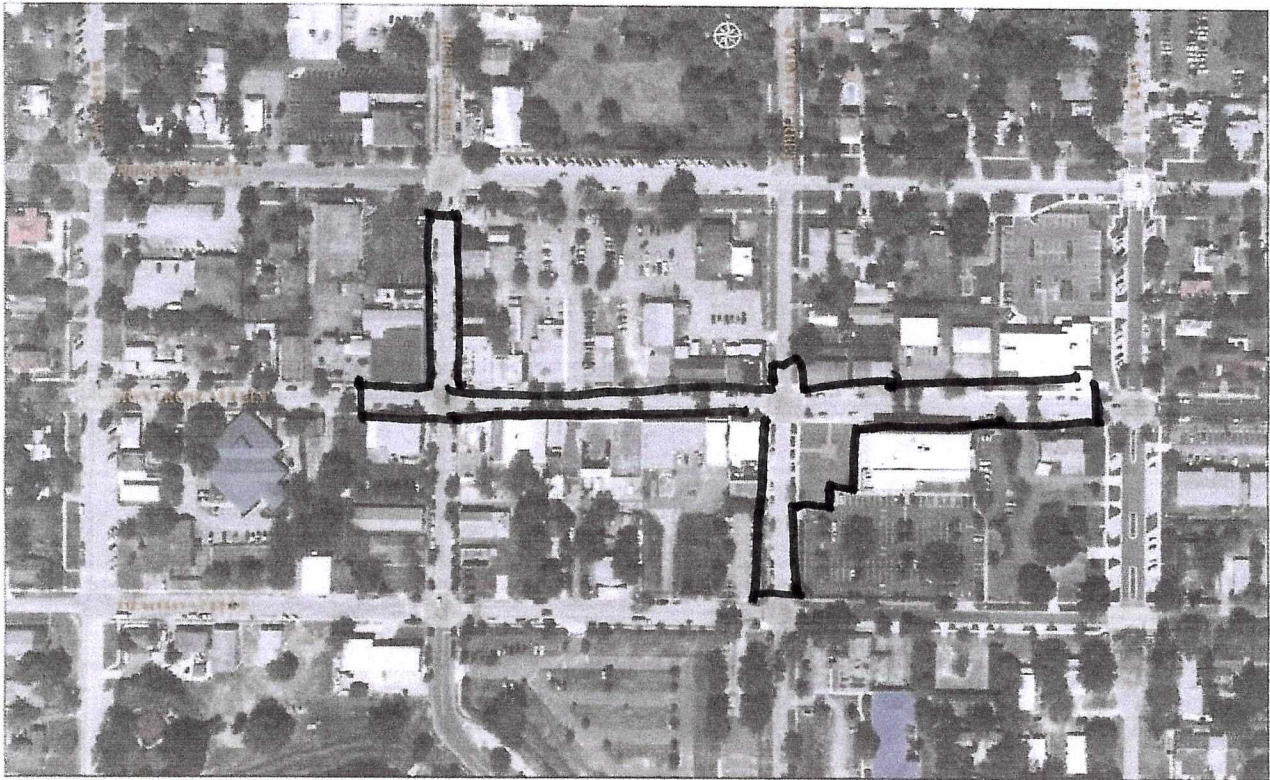
e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



# Home + Garden Show Feb 27, 2021

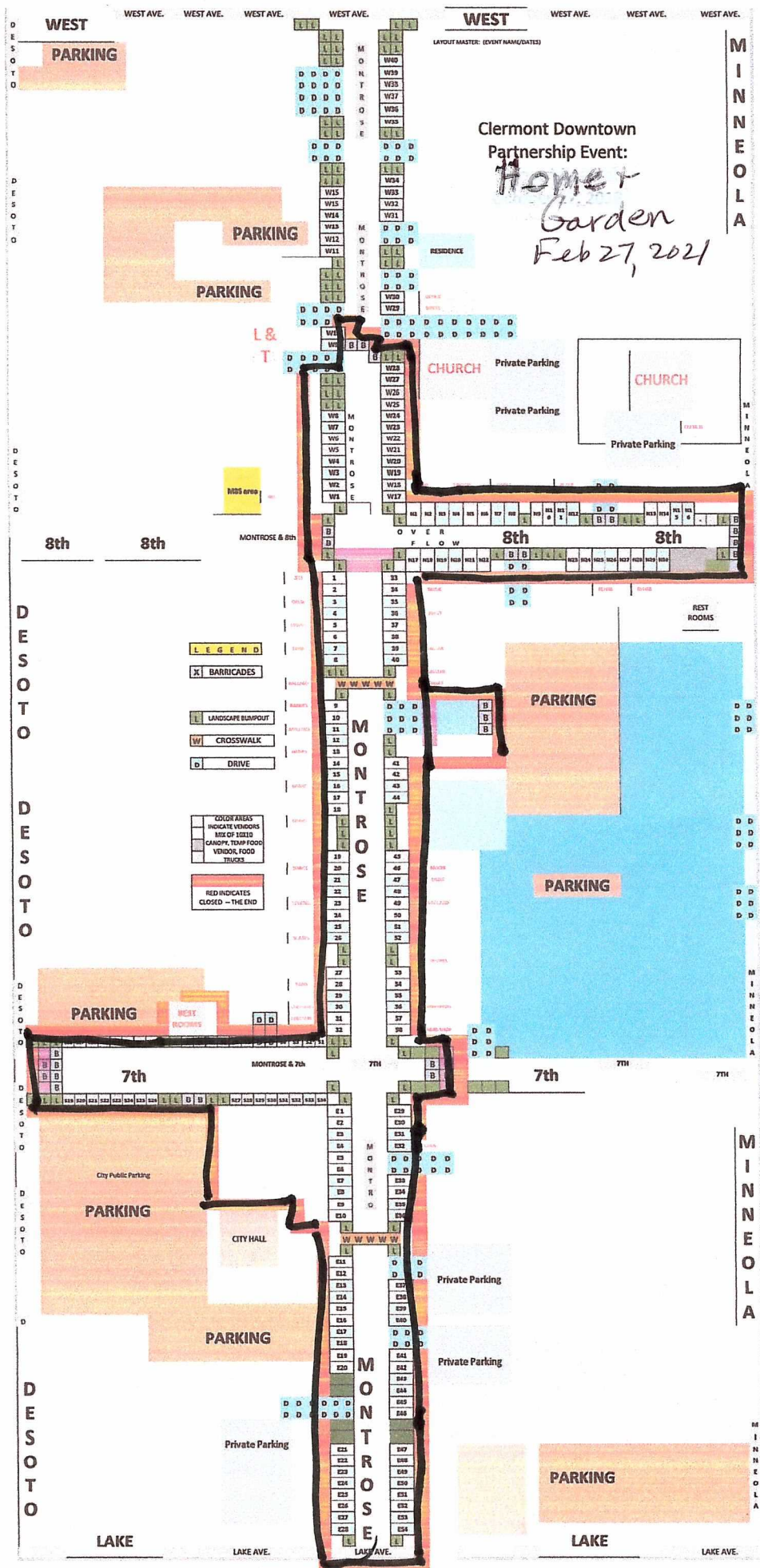
MAP 2



MAP 3









# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| Event and Road Closure Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| Consider allowing the Clermont Downtown Partnership's request to host weekly Farmer's Market with road closures for 12 months.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |
| <p>The Clermont Downtown Partnership is requesting to host their weekly Farmer's Market every Sunday (except Easter) for 12 months starting on February 7, 2021 with road closures from 9:00 AM - 2:00 PM in Downtown Clermont. CDP will adhere to all required COVID protocols that the City Council has implemented.</p> <p>The organization is requesting to close off roads starting at 6:00AM until 4:00PM at the following intersections:</p> <ul style="list-style-type: none"> <li>-Montrose Street between Lake Avenue and 8th Street</li> <li>-8th Street and Montrose Street</li> <li>-7th Street and Montrose Street</li> <li>-7th Street and Desoto</li> <li>-Montrose Street at the North entrance of City Hall</li> </ul> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                |
| 1. Farmers Market 2021 Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Farmers Market 2021 Council.pdf    |                                |
| 2. Farmers Market Map 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Farmers Market Map 2021.pdf        |                                |



## APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/6/20  
Name of Event Downtown Clermont Farmers Market  
Date(s) of Event Every Sunday 2021 Estimated Attendance: 1000  
Event Start Time: 9:00 am Event End Time: 2:00 pm  
Before Event Setup Time: 6:00 am After Event Cleanup Time: 4:00 pm  
Name of Organization/Applicant Clermont Downtown Partnership

\*The refundable deposit will be made payable and mailed to the name and address of the applicant listed\*

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

**Non-Profit documentation must be provided with application.**

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # \_\_\_\_\_

**If Yes, you must provide your Tax Exempt Certificate with application.**

Federal ID # or Driver's License # 59-3749760  
Event Contact Sandy Farnsworth Email sandyfcdp@gmail.com  
Day Phone same Cell Phone 352-617-8788  
Address PO Box 120734 City Clermont State FL Zip 34712  
Secondary Contact Kimberly Grogan Phone # 352-217-9291

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

N/A  
Briefly Describe Event: 40-80 vendors, produce, seafood, bakery, crafters, Food trucks, musicians

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

**Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)**

Other Location: \_\_\_\_\_



## SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

Downtown Clermont Farmers Market

DATE OF EVENT:

Every Sunday 2021

EVENT CONTACT:

Sandy Farnsworth

REFUND MAILING ADDRESS:

Po Box 130734

Street Address

Clermont

City

FL

ST

34714

Zip

CELL PHONE:

352-617-8788

**Payment Deadline:**

*Application Fee and deposit are due upon submission*

*Final payment is due 30 days prior to event date.*

*Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.*

|                                                           | NON-PROFIT/<br>RESIDENT<br>RATE | BUSINESS/<br>NON-RESIDENT<br>RATE | SPECIAL INSTRUCTION       | FEE                |
|-----------------------------------------------------------|---------------------------------|-----------------------------------|---------------------------|--------------------|
| Application Fee                                           | \$10                            | \$10                              | Non-Refundable            | \$10               |
| <b>CITY PROPERTY:</b>                                     |                                 |                                   |                           |                    |
| <b>HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)</b>   |                                 |                                   |                           |                    |
| Deposit                                                   | \$250                           | \$250                             | Refundable                |                    |
| Hourly Fee                                                | \$100                           | \$200                             | Per Hour (2 Hour Minimum) |                    |
| Daily Fee                                                 | \$700                           | \$1100                            |                           |                    |
| <b>PARK AREA ~ AREA B (RED)</b>                           |                                 |                                   |                           |                    |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                    |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                    |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                    |
| <b>WATERFRONT ~ AREA C (YELLOW)</b>                       |                                 |                                   |                           |                    |
| Deposit                                                   | \$350                           | \$350                             | Refundable                |                    |
| Hourly Fee                                                | \$200                           | \$300                             | Per Hour (2 Hour Minimum) |                    |
| Daily Fee                                                 | \$1500                          | \$2500                            |                           |                    |
| Each Consecutive Day                                      | \$1200                          | \$2000                            |                           |                    |
| <b>CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)</b>         |                                 |                                   |                           |                    |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                    |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                    |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                    |
| <b>VICTORY POINTE</b>                                     |                                 |                                   |                           |                    |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |                    |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |                    |
| Daily Fee                                                 | \$200                           | \$300                             |                           |                    |
| <b>~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF</b> |                                 |                                   |                           |                    |
| Additional City Staff                                     | \$25                            | \$25                              | Per Person, Per Hour      |                    |
| Public Works Event Staff                                  | \$25                            | \$25                              | 4 hr. min, per staff      |                    |
| Police Officer                                            | \$42                            | \$42                              | 4 hr. min, Per Officer    |                    |
| Fire/ EMS                                                 | \$60                            | \$60                              | 4 hr. min, 2 staff min    |                    |
| Fire Boat in the Water                                    | \$100                           | \$100                             | Per Hour                  |                    |
|                                                           |                                 |                                   |                           | <b>Sales Tax</b>   |
|                                                           |                                 |                                   |                           | <b>GRAND TOTAL</b> |



**PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION**

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No

Size of Tent\* 10x10

\*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No

Describe the need: Some vendors 110V

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator

☐ Temporary Power Drop

☒ Property Power

Gas Fueled Equipment: ☐ Yes

☒ No

Describe Use: \_\_\_\_\_

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source

☒ Propane

☐ Natural Gas

☐ Diesel Fuel

☐ Gasoline

Cooking Equipment Use: ☒ Yes

☐ No

occasional

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers

☒ Propane Grill

☐ Charcoal Grill

☒ Concession Trailer

☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes

☐ No

Ride Types: ☒ Mechanical

☒ Bounce Houses

☒ Animals

Insurance may be required by provider

occasional rock wall, mini pigs/chicken

Pyrotechnic/Fireworks Displays:

☐ Yes

☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control:

☒ Yes

☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested:

☐ Yes

☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast:

☐ Yes

☒ No

DJ, Band, Music or Sound Amplification Devices:

☒ Yes

☐ No

Describe: Soloists or duos

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices:

☐ Yes

☒ No

realtor style signs on occasion

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event:

☒ Public

☐ Private

Is another promoter/producer assisting with your event?

☐ Yes

☒ No

Will this event use other venues and/or municipalities such as Lake County?

☐ Yes

☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event?

☐ Yes

☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking?

☐ Yes

☒ No



**Resident/Non-Profit rate is defined as:**

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

*\*Non-Profits must provide business license, proof of non-profit status (5013C)*

**Non-Resident/Business rate is defined as**

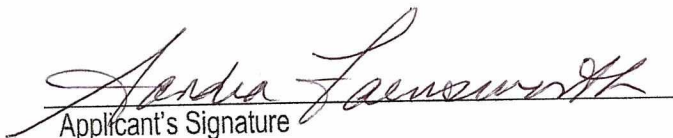
- Applicant resides outside the Clermont city limits
  - Business is located outside the Clermont city limits
- \*Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

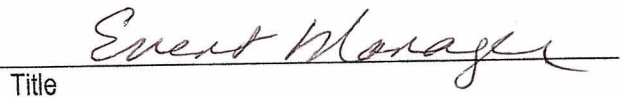
*All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

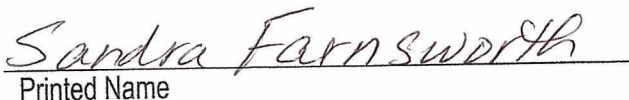
**PLEASE NOTE:** The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

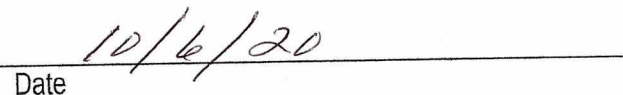
**Indemnification, Insurance and Additional Costs**

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

  
Applicant's Signature

  
Title

  
Printed Name

  
Date

\*\*\*\*\*FOR CITY DEPARTMENT REVIEW ONLY\*\*\*\*\*

**Department / Division Routing:**

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

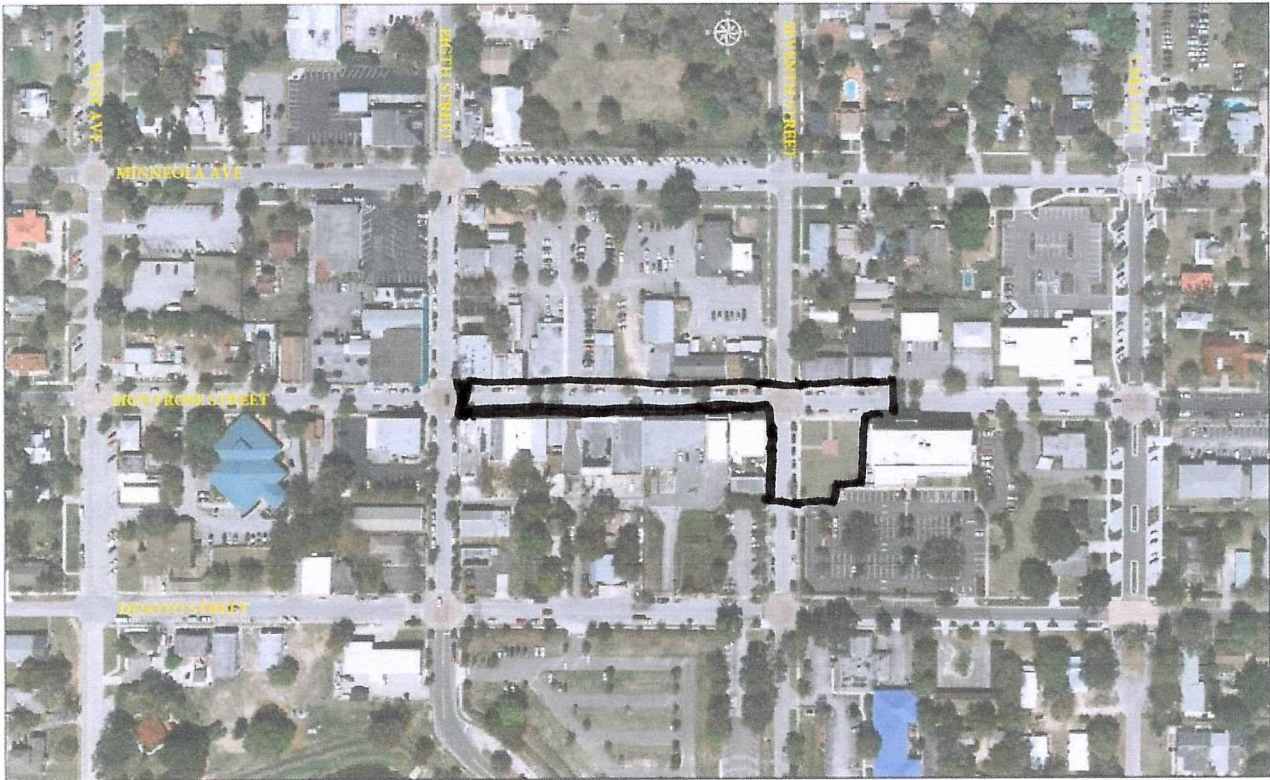
e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



# Sunday Farmers Market 2021

MAP 2



MAP 3



8th St.







## CITY OF CLERMONT

# AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Ordinance No. 2020-30 <i>Final</i><br><i>Encompass Health PUD</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Recommend approval of Ordinance 2020-30.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <p>The applicant, Crawford, Modica &amp; Holt, is requesting a rezoning from Urban Estate Low Density Residential to a Planned Unit Development (PUD) for a 100-bed rehabilitation facility and C-2 General Commercial uses on a 32.46-acre parent parcel. The rehabilitation facility will use approximately 11 acres of the site and the remaining 21 acres will be used for future C-2 General Commercial uses. Phase 1 is the rehabilitation facility and phase 2 will be the C-2 General Commercial use. The vacant site is located south of State Road 50, ¼ mile east of the SR 50 and Hancock Road intersection. The property has not been disturbed, except for the placement of a billboard that will be removed prior to construction of the site.</p> <p>The applicant has provided a conceptual Planned Unit Development (PUD) Plan – SP-1 showing the proposed layout of the site for Phase 1. The project will consist of one single-story building, associated parking, and single shared access point off SR 50. The rehabilitation building will be constructed in three phases, with a total approximate square footage of 83,500 square feet, when completed. The first phase will consist of 50-beds, the second phase will be 20-beds, and the third phase will be 30-beds.</p> <p>The site as designed has one waiver to the Land Development Code. The waiver includes:</p> <ol style="list-style-type: none"><li>1. Cut and fill greater than 15 feet, up to a maximum of 21 feet, due to the elevation changes on the site.</li></ol> <p>The applicant is requesting a cut/fill variance due to the topography changes onsite and the single story building for Phase 1. The western portion of the site will consist of a terraced retaining wall system that consists of three walls no higher than 6 feet each. This area will have more than 15 feet of cut, up to 20.5 feet over 5.75% of the site. The eastern portion of the site will also consist of a similar terraced wall system as well and will have more than 15 feet of fill, up to 19.5 feet over 9.55% of the site. This is detailed in the cut/fill exhibit provided by the applicant.</p> <p>Staff has reviewed the request and finds the proposal does meet the intent of Section 122-315, Review Criteria for a PUD if certain conditions are imposed in the PUD. The City's Traffic Engineering Consultant has reviewed the submitted traffic impact analysis and additional responses from the applicant. The only access point proposed will be from State Road 50. This proposed single access point is not signalized and is not a full intersection, which forces 66% of the outbound traffic to make a U-turn at the signalized intersection of SR 50 and Emil Jahna/Great Hills. The future connection to Hooks Street is paramount and will provide a secondary access point for the development, which will allow westbound vehicles leaving the site an alternative route to the west. In addition, a condition has been required to provide cross-access with the parcel to the east the directly fronts on Emil Jahna and will share the single access point on SR 50. This may provide an additional access point in the future at a signalized intersection as well at Emil Jahna and SR 50. Discussions with this property owner have occurred and they are agreeable to cross-access. A condition requiring dedication of Hooks Street right-of-way has been added along with the transportation impact fee credit for construction of Hooks Street. The major obstacle is until Hooks Street is constructed, a single access point for the facility is the only point of entry/exit, which does cause concern, especially when the C-2 General Commercial develops in phase 2.</p> <p>Staff has reviewed the applicant's proposal and the proposed 100-bed rehabilitation facility may be desirable in the</p> |  |

Clermont area. The C-2 General Commercial permitted uses under phase 2 is appropriate at this location with the required transportation improvements. The completion of Hooks Street through this corridor will provide the mitigation needed to overcome the current transportation deficiencies identified on SR 50. The Hooks Street construction is linked to the C-2 General Commercial phase of the project. At the time of phase 2 development, an updated traffic impact analysis will be required as well. The cut/fill of the project is over 15 feet, per the code, but has been granted on other projects. The cut/fill only applies to phase 1 of the project boundary.

Staff recommends approval of Ordinance No. 2020-30 to rezone the subject property from Urban Estates (UE) to (PUD) Planned Unit Development to allow for Phase 1: a 100-bed rehabilitation facility and Phase 2: C-2 General Commercial uses. *The Planning and Zoning Commission recommended approval, 5-1.*

#### Additional Analysis

#### Fiscal Impact Summary

| Fiscal Impact | Fund Number and Description | Available Budget Amount |
|---------------|-----------------------------|-------------------------|
|---------------|-----------------------------|-------------------------|

#### Exhibits Attached (copies of original agreements)

|    |                                                           |                                                               |
|----|-----------------------------------------------------------|---------------------------------------------------------------|
| 1. | Ord 2020-30 Encompass Health PUD (10.28.2020 V4) - R&F BL | Ord 2020-30 Encompass Health PUD (10.28.2020 V4) - R&F BL.pdf |
| 2. | Encompass Health Maps                                     | Encompass Health Maps.pdf                                     |
| 3. | PUD 2020-10-15_EHC Clermont Conceptual Site Plan          | PUD 2020-10-15_EHC Clermont Conceptual Site Plan.pdf          |
| 4. | 2020-07-15_EHC Clermont Cut Fill Exhibit                  | 2020-07-15_EHC Clermont Cut Fill Exhibit.pdf                  |
| 5. | A300_CLERMONT_2020_07_15(1)                               | A300_CLERMONT_2020_07_15(1).pdf                               |
| 6. | Revised Application                                       | Revised Application.pdf                                       |
| 7. | ORDINANCE 2020-30 UPDATED LEGAL AD                        | ORDINANCE 2020-30 UPDATED LEGAL AD.pdf                        |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-30**

**AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, EFFECTIVE DATE, AND PUBLICATION.**

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

**SECTION 1**

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH THE SOUTH LINE OF SAID NW 1/4, N88°59'12"W, A DISTANCE OF 222.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WITH THE SOUTH LINE OF SAID NW 1/4, N88°59'12"W, A DISTANCE OF 1099.77 FEET TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID WEST LINE, N00°48'16"E, A DISTANCE OF 1287.12 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50 (207-FOOT PUBLIC RIGHT OF WAY PER MAP SECTION 11070 F.P. 238429 4); THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE, S89°06'30"E, A DISTANCE OF 1092.68 FEET TO THE WEST LINE OF THE EAST 222.00 FEET OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID WEST LINE, S00°29'22"W, A DISTANCE OF 1289.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.421 ACRES (1,412,249 SQUARE FEET) OF LAND, MORE OR LESS.

**LOCATION**

Vacant property located on the south side of SR 50  
¼ mile east of the SR 50 and Hancock Road Intersection  
AK 2713216

**From: Urban Estate (UE)**  
**To: Planned Unit Development (PUD) for 100-bed rehabilitation center**  
**and C-2 General Commercial uses**



*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-30**

**SECTION 2: GENERAL CONDITIONS**

This application for a Planned Unit Development (PUD) to allow for a 100-bed rehabilitation center and C-2 General Commercial uses be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with Exhibit A – Conceptual Site Plan SP-1 prepared by Kimley-Horn. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City’s fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City’s Information Technology Director or authorized designee will make this determination.
6. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
7. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.





*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-30**

**SECTION 3: LAND USES AND SPECIFIC CONDITIONS**

1. The project will consist of two separate phases. Phase 1, approximately 12 acres, will be the 100-bed rehabilitation center, and Phase 2, approximately 20 acres, will be C-2 General Commercial uses.
2. Phase 1 will consist of one primary building, constructed in three bed phases with a final total of 100-beds. The total square footage of the overall building shall not exceed 85,000 square feet.
2. Building Setbacks

|                                      |                                |
|--------------------------------------|--------------------------------|
| State Road 50 (Front)                | 50 feet from the property line |
| Side Yard (West)                     | 12 feet from the property line |
| Side Yard (East)                     | 12 feet from the property line |
| Rear Yard (South)                    | 25 feet from the property line |
| Internal to Planned Unit Development | 12 feet from the property line |
3. Landscape Buffer

|                            |                |
|----------------------------|----------------|
| From State Road 50 (Front) | 20 feet Buffer |
| Side (East/West)           | 10 feet Buffer |
| Rear (South)               | 10 feet Buffer |
4. Phase 1 building shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Exhibit B – Elevations, and shall meet the City of Clermont’s Architectural Standards.
5. Phase 1 grading shall be completed in accordance with Exhibit C - Cut/Fill Exhibit, prepared by Kimley-Horn, that allows a maximum cut of 20.5 feet and a maximum fill of 19.5 feet in the areas indicated on the exhibit. Cut/Fill will be analyzed once development plans are prepared for Phase 2. If cut/fill exceeds the Land Development Code for the proposed project, a separate cut/fill variance will be required at that time.
6. By virtue of the transportation system needs for the project, the developer shall dedicate without compensation, on the final plat and/or commercial site plan, a 100-foot right-of-way for Hooks Street within the project boundary, from the western property line through the property towards to east, as directed by the final engineering plans of Hooks Street. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements; not to exceed 100 feet in width, shall be provided. The slope easement shall be identified at preliminary plat and/or preliminary commercial site plan review and shown on the final plat/commercial site plan. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width will be adjusted with design plans approved by the County and the City.
7. Cross-access between Phase 1 and Phase 2 will be required, as well as cross-access to the development to the East, Shops at Waterbrooke, Ordinance 2017-49, and as amended.
8. The developer will agree to construct that segment of Hooks Street in exchange for impact fee credits or other consideration as outlined in an agreement with the City and



*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-30**

Lake County. The project shall be required to connect to Hooks Street as an access point for the development. This will be completed prior to first building receiving a Certificate of Occupancy in Phase 2.

9. Roadway Lighting: The developer shall arrange with the power utility provider for installation of streetlights along Hooks Street. The cost of installation shall be paid by the developer and shall be installed at the time of construction of Hooks Street.
10. Any development on Phase 2 shall be subject to a Traffic Impact Analysis at time of site plan submittal.
11. The entire 32 acre site shall be master planned for utilities, including any off-site improvements and connections. This shall be completed prior to any site plan approval for Phase 1 or Phase 2.
12. All fencing within public view shall be ornamental vinyl, metal, or brick, as approved by the Site Review Committee.
13. The existing billboard onsite shall be removed prior to issuance of the first building permit.
14. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.
15. This Planned Unit Development shall become null and void if substantial construction work has not begun within five (5) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the C-2 General Commercial Zoning Designation.

**SECTION 4: CONFLICT**

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

**SECTION 5: SEVERABILITY**

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

**SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-30**

**SECTION 7: RECORDING**

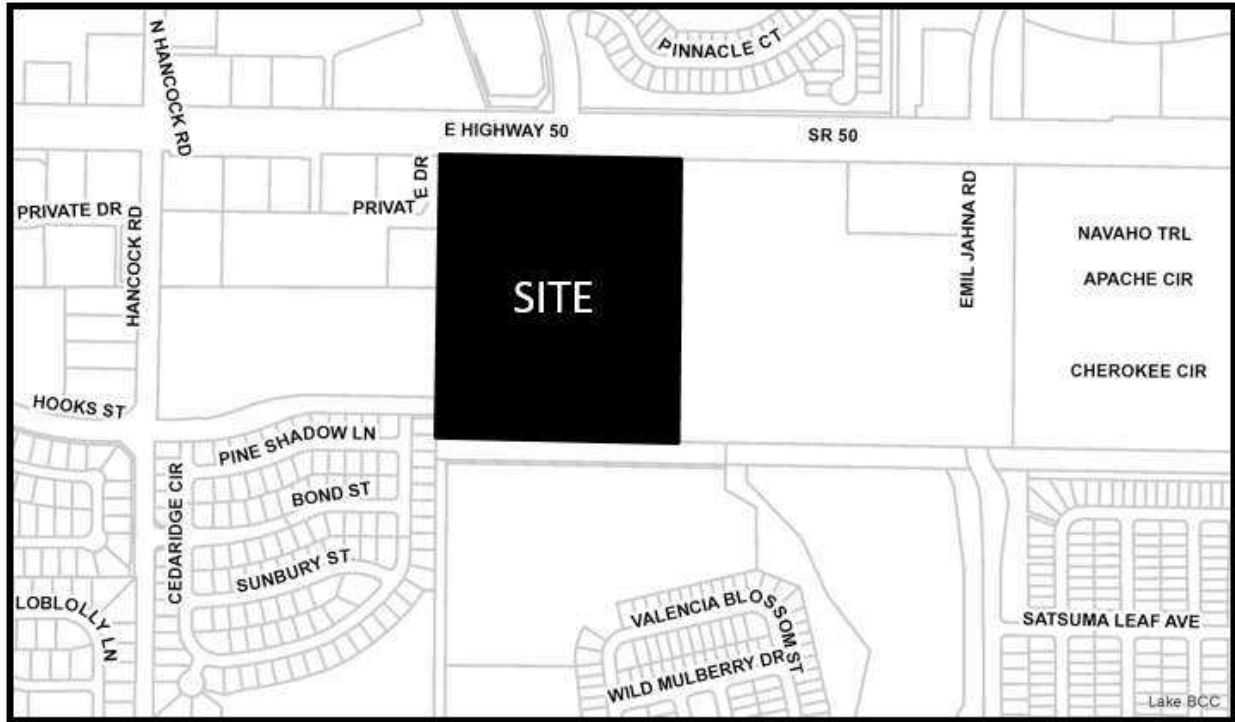
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT  
ORDINANCE NO. 2020-30

Location Map:



Phasing:





*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-30**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 10<sup>th</sup> day of November, 2020.

CITY OF CLERMONT

---

Gail L. Ash, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

---

Daniel F. Mantzaris, City Attorney

# CITY OF CLERMONT ORDINANCE NO. 2020-30

## Exhibit A - Aerial Site Plan – Phase 1





*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-30**

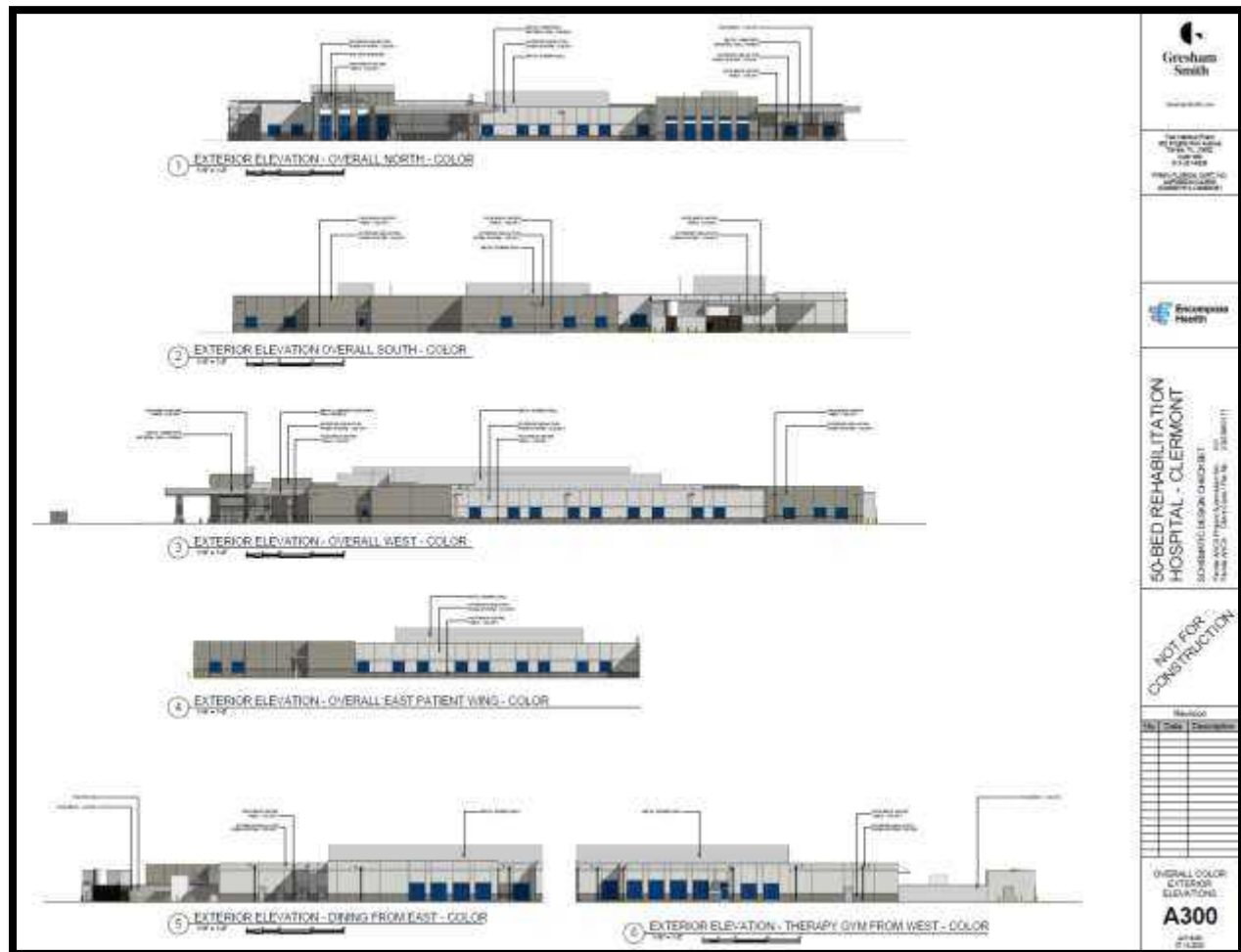
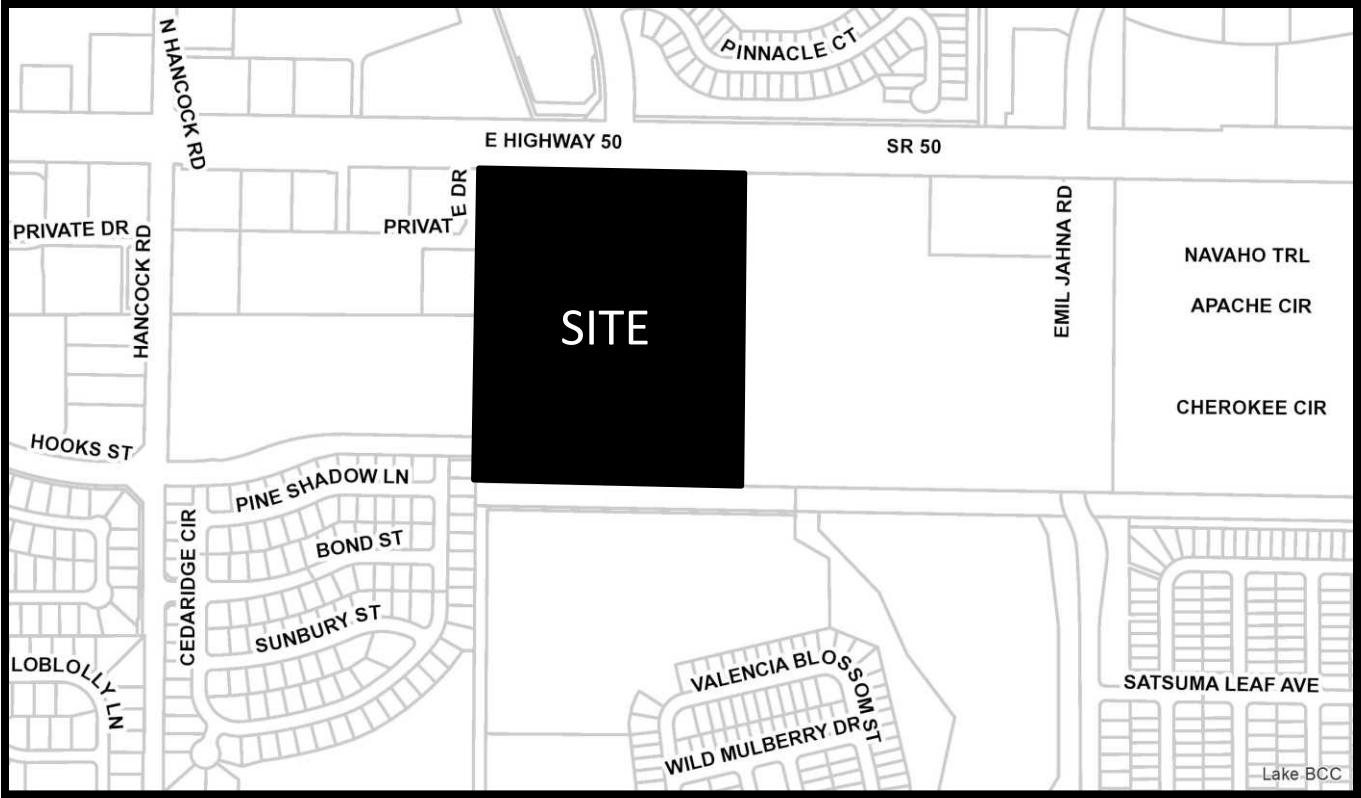
Exhibit B – Elevations – Phase 1



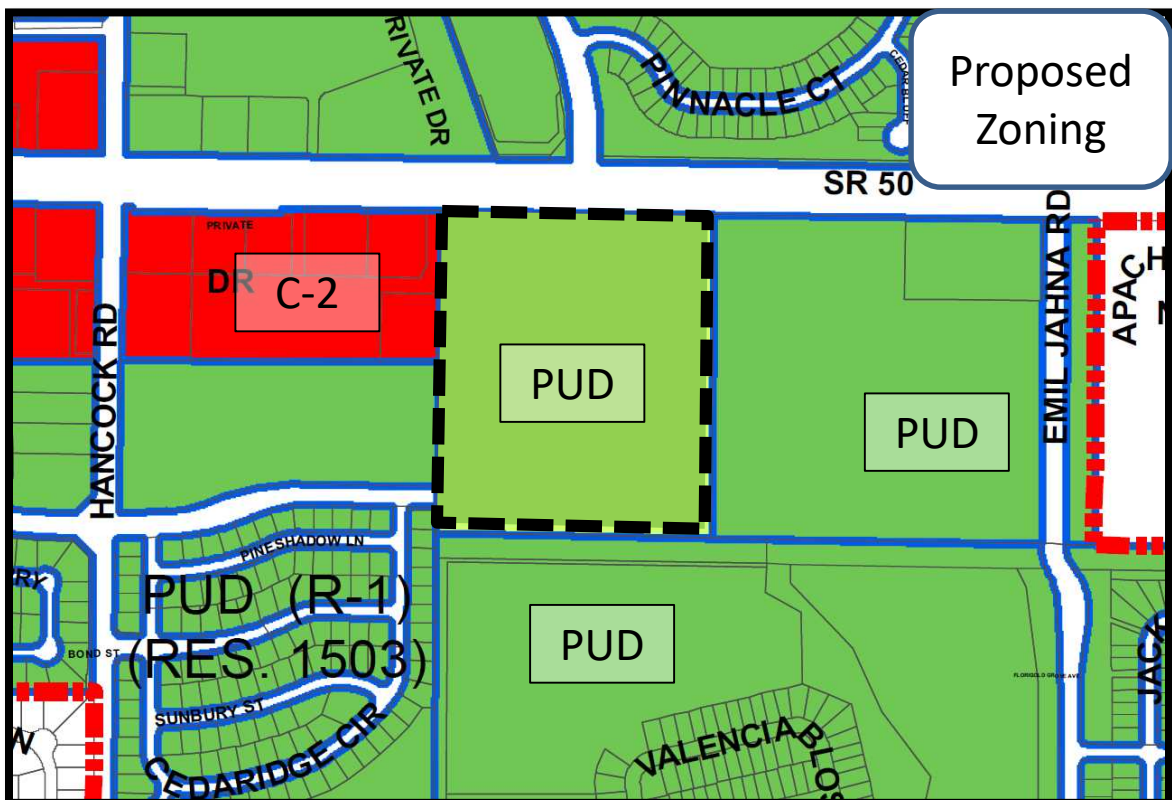
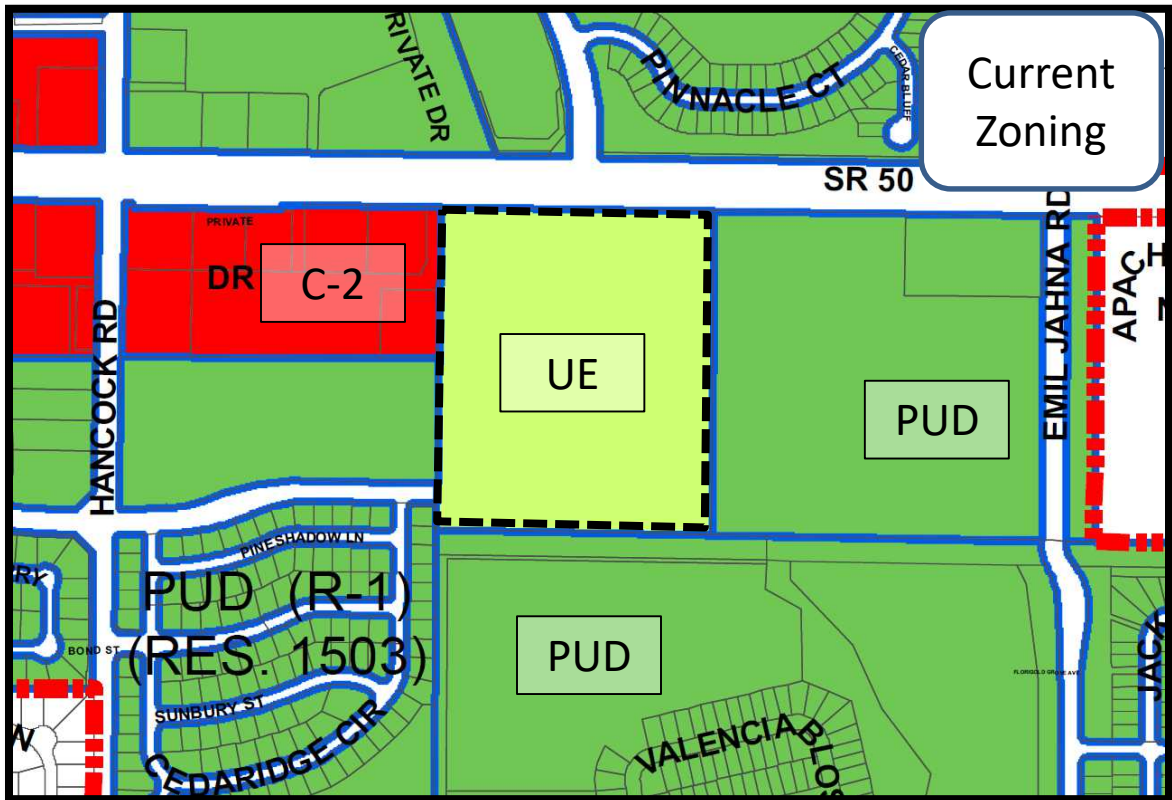


Exhibit - Location Map – Encompass Health





## Exhibit – Zoning – Encompass Health







Two Harbour Place  
302 Knights Run Avenue  
Tampa, FL 33602  
Suite 900  
813-251-6838

FIRM'S FLORIDA CERT. NO.  
AAP000034/CA3806  
IB26000797/LC26000381

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
1777 MAIN STREET, SUITE 200  
SARASOTA, FL 34236  
PHONE: 941-379-7600  
WWW.KIMLEY-HORN.COM CA 00000696



ENCOMPASS HEALTH  
REHABILITATION HOSPITAL

## SCHEMATIC DESIGN

Florida AHCA Project Submission No.: 101  
Florida AHCA Client Code / File No.: 23/23960171

Florida AHCA  
Project Address

[illegible]

CONCEPTUAL SITE  
PLAN

**SP-1**

OCTOBER 2020

This Line is 3 Inches When Printed Full Size



[illegible]

This Line is 3 Inches When Printed Full Size

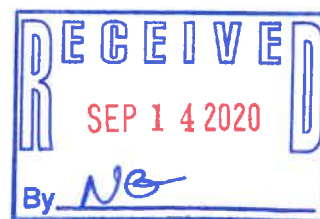








# CITY OF CLERMONT REZONING APPLICATION



|                                                                                                                                      |                                                            |                                                                                     |                     |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------|
| <b>DATE</b> 9/10/20                                                                                                                  |                                                            | <b>FEE:</b> \$542.00 + cost of advertisement + cost of traffic review, if necessary |                     |
| <b>Project Name (if applicable)</b> Revised Encompass Health PUD application with remaining site to be rezoned C-2                   |                                                            |                                                                                     |                     |
| <b>Applicant</b> Crawford, Modica, & Holt, Chartered Attorneys at Law                                                                |                                                            |                                                                                     |                     |
| <b>Contact Person</b> Jimmy D. Crawford, Esq.                                                                                        |                                                            |                                                                                     |                     |
| <b>Address</b> 702 W. Montrose Street                                                                                                | <b>City</b> Clermont                                       | <b>State</b> FL                                                                     | <b>Zip</b> 34711    |
| <b>Telephone</b> 352-343-8644                                                                                                        | <b>Fax</b> 352-343-8699                                    |                                                                                     |                     |
| <b>Email</b> jcrawford@cmhlawyers.com                                                                                                |                                                            |                                                                                     |                     |
| <b>OWNER INFORMATION</b>                                                                                                             |                                                            |                                                                                     |                     |
| <b>Owner's Name</b> Bosserman Richard E Trustee & Charles E Bosserman III                                                            |                                                            |                                                                                     |                     |
| <b>Owner Address</b> 1701 Spring Lake Drive                                                                                          | <b>City</b> Orlando                                        | <b>State</b> FL                                                                     | <b>Zip</b> 32804    |
| <b>Telephone</b>                                                                                                                     | <b>Email</b>                                               |                                                                                     |                     |
| <b>PROPERTY INFORMATION</b>                                                                                                          |                                                            |                                                                                     |                     |
| <b>Address of Subject Property</b><br>State Road 50 (AK 2713216)                                                                     | <b>City</b><br>Clermont                                    | <b>State</b><br>FL                                                                  | <b>Zip</b><br>34711 |
| <b>Legal Description (include copy of survey)</b><br>Please see attached. NW legal to be rezoned PUD and SE legal to be rezoned C-2. |                                                            |                                                                                     |                     |
| <b>Acreage</b><br>32.46+/-                                                                                                           | <b>Land Use (City verification required)</b><br>Commercial |                                                                                     |                     |
| <b>Present Zoning (City verification required)</b><br>Urban Estates                                                                  | <b>Proposed Zoning</b><br>PUD and C-2                      |                                                                                     |                     |



NORTHWEST PARCEL

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH THE SOUTH LINE OF SAID NW 1/4, N88°59'12"W, A DISTANCE OF 1258.71 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WITH THE SOUTH LINE OF SAID NW 1/4, N88°59'12"W, A DISTANCE OF 63.07 FEET TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID WEST LINE, N00°48'16"E, A DISTANCE OF 1287.12 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50 (207-FOOT PUBLIC RIGHT OF WAY PER MAP SECTION 11070 F.P. 238429 4); THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE, S89°06'30"E, A DISTANCE OF 992.68 FEET; THENCE THE FOLLOWING FIVE (5) COURSES: 1) S00°29'22"W, A DISTANCE OF 79.50 FEET; 2) N89°06'30"W, A DISTANCE OF 339.60 FEET; 3) S00°53'30"W, A DISTANCE OF 596.68 FEET; 4) N89°08'05"W, A DISTANCE OF 588.61 FEET; 5) S00°53'30"W, A DISTANCE OF 610.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.651 ACRES (507500 SQUARE FEET) OF LAND, MORE OR LESS.

SOUTHEAST PARCEL

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH THE SOUTH LINE OF SAID NW 1/4, N88°59'12"W, A DISTANCE OF 222.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WITH THE SOUTH LINE OF SAID NW 1/4, N88°59'12"W, A DISTANCE OF 1036.70 FEET; THENCE THE FOLLOWING FIVE (5) COURSES: 1) N00°53'30"E, A DISTANCE OF 610.81 FEET; 2) S89°08'05"E, A DISTANCE OF 588.61 FEET; 3) N00°53'30"E, A DISTANCE OF 596.68 FEET; 4) S89°06'30"E, A DISTANCE OF 339.60 FEET; 5) N00°29'22"E, A DISTANCE OF 79.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50 (207-FOOT PUBLIC RIGHT OF WAY PER MAP SECTION 11070 F.P. 238429 4); THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE, S89°06'30"E, A DISTANCE OF 100.00 FEET; TO THE WEST LINE OF THE EAST 222.00 FEET OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID WEST LINE, S00°29'22"W, A DISTANCE OF 1289.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.770 ACRES (904749 SQUARE FEET) OF LAND, MORE OR LESS.



## CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

**What are you proposing to do that would require a rezoning?**

The owner is under contract with Encompass Health, a health care provider who operates over 400 rehabilitation/physical therapy centers across the United States, to purchase the northwest portion of property (see enclosed legal description for NW property). Encompass Health is planning to construct a 100-bed rehabilitation facility on the property, pursuant to the attached concept plan. The current land use classification of Commercial will allow the proposed use, however the zoning of Urban Estates will not; therefore we request to rezoned this portion of the property to PUD. We request the remainder of the site be rezoned to C-2 for future development.

Check box to indicate additional materials are provided via attachment. ☒

\_\_\_\_\_  
Applicant Name (print)

x \_\_\_\_\_  
Applicant Name (signature)

\_\_\_\_\_  
Owner Name (print)

x \_\_\_\_\_  
Owner Name (signature)

### City of Clermont

Development Services Department  
685 W. Montrose St.  
P.O. Box 120219  
Clermont, FL 34712-0219  
(352) 394-4083 Fax: (352) 394 3542

5/22/2020



# PROPERTY RECORD CARD

## General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                  |                                                                                                         |                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Owner Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | BOSSERMAN RICHARD E TRUSTEE &                                                                                                                                    | <b>Alternate Key:</b>                                                                                   | 2713216                                                                                                                                                                                                                                                           |
| <b>Mailing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | CHARLES E BOSSERMAN III<br>1701 SPRING LAKE DR<br>ORLANDO, FL 32804<br><a href="#">Update Mailing Address</a>                                                    | <b>Parcel Number:</b>  | 27-22-26-0002-000-00502                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                  | <b>Millage Group and City:</b>                                                                          | 000C (CLERMONT)                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                  | <b>2019 Total Certified Millage Rate:</b>                                                               | 17.9211                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                  | <b>Trash/Recycling/Water/Info:</b>                                                                      | <a href="#">My Public Services Map</a>                                                                                                                                         |
| <b>Property Location:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | STATE ROAD 50<br>CLERMONT FL 34711<br><a href="#">Update Property Location</a>  | <b>Property Name:</b>                                                                                   | --<br><a href="#">Submit Property Name</a>                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                  | <b>School Information:</b>                                                                              | <a href="#">School Locator &amp; Bus Stop Map</a> <br><a href="#">School Boundary Maps</a>  |
| <b>Property Description:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | SE 1/4 OF NW 1/4--LESS E 222 FT--  <br>ORB 1000 PG 687 ORB 1517 PG 1590 ORB 1546 PG 1087 ORB 2562  <br>PGS 108 110 112 ORB 2596 PGS 555 & 557                    |                                                                                                         |                                                                                                                                                                                                                                                                   |
| <small>NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</small> |                                                                                                                                                                  |                                                                                                         |                                                                                                                                                                                                                                                                   |

## Land Data

| Line | Land Use                 | Frontage | Depth | Notes | No. Units | Type | Class Value | Land Value     |
|------|--------------------------|----------|-------|-------|-----------|------|-------------|----------------|
| 1    | VACANT COMMERCIAL (1000) | 0        | 0     |       | 32.35     | AC   | \$0.00      | \$3,882,000.00 |
| 2    | BILLBOARD SITE (1020)    | 0        | 0     |       | 1         | LT   | \$0.00      | \$20,000.00    |

[Click here for Zoning Info](#) 
[FEMA Flood Map](#)

## Miscellaneous Improvements

|                                                 |
|-------------------------------------------------|
| There is no improvement information to display. |
|-------------------------------------------------|

## Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

| Book/Page   | Sale Date | Instrument    | Qualified/Unqualified | Vacant/Improved | Sale Price     |
|-------------|-----------|---------------|-----------------------|-----------------|----------------|
| 2596 / 555  | 6/9/2004  | Warranty Deed | Unqualified           | Vacant          | \$58,400.00    |
| 2596 / 557  | 5/28/2004 | Warranty Deed | Unqualified           | Vacant          | \$250,300.00   |
| 2562 / 108  | 4/21/2004 | Warranty Deed | Unqualified           | Vacant          | \$250,300.00   |
| 2562 / 110  | 4/21/2004 | Warranty Deed | Unqualified           | Vacant          | \$250,300.00   |
| 2562 / 112  | 4/21/2004 | Warranty Deed | Unqualified           | Vacant          | \$250,300.00   |
| 1546 / 1087 | 9/5/1997  | Warranty Deed | Unqualified           | Vacant          | \$0.00         |
| 1517 / 1590 | 5/1/1997  | Trustees Deed | Multi-Parcel          | Vacant          | \$1,592,100.00 |
| 1000 / 687  | 2/1/1989  | Warranty Deed | Unqualified           | Vacant          | \$0.00         |
| 820 / 322   | 10/1/1984 | Warranty Deed | Qualified             | Vacant          | \$500,000.00   |

[Click here to search for mortgages, liens, and other legal documents.](#) 

## Values and Estimated Ad Valorem Taxes

Values shown below are 2020 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

| Tax Authority                     | Market Value | Assessed Value | Taxable Value | Millage       | Estimated Taxes |
|-----------------------------------|--------------|----------------|---------------|---------------|-----------------|
| LAKE COUNTY BCC GENERAL FUND      | \$3,902,000  | \$3,902,000    | \$3,902,000   | 5.07340       | \$19,796.41     |
| LAKE COUNTY MSTU AMBULANCE        | \$3,902,000  | \$3,902,000    | \$3,902,000   | 0.46290       | \$1,806.24      |
| SCHOOL BOARD STATE                | \$3,902,000  | \$3,902,000    | \$3,902,000   | 3.88500       | \$15,159.27     |
| SCHOOL BOARD LOCAL                | \$3,902,000  | \$3,902,000    | \$3,902,000   | 2.99800       | \$11,698.20     |
| CITY OF CLERMONT                  | \$3,902,000  | \$3,902,000    | \$3,902,000   | 4.20610       | \$16,412.20     |
| ST JOHNS RIVER FL WATER MGMT DIST | \$3,902,000  | \$3,902,000    | \$3,902,000   | 0.24140       | \$941.94        |
| LAKE COUNTY VOTED DEBT SERVICE    | \$3,902,000  | \$3,902,000    | \$3,902,000   | 0.11000       | \$429.22        |
| LAKE COUNTY WATER AUTHORITY       | \$3,902,000  | \$3,902,000    | \$3,902,000   | 0.35570       | \$1,387.94      |
| SOUTH LAKE HOSPITAL DIST          | \$3,902,000  | \$3,902,000    | \$3,902,000   | 0.00000       | \$0.00          |
|                                   |              |                |               | <b>Total:</b> | <b>Total:</b>   |
|                                   |              |                |               | 17.3325       | \$67,631.42     |

## Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

|                                                                                       |                                                         |
|---------------------------------------------------------------------------------------|---------------------------------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000)            | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                      | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Tangible Personal Property Exemption (up to \$25,000)                                 | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Economic Development Exemption                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Government Exemption (amount varies)                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |

## Exemption Savings

The exemptions marked with a ✓ above are providing a tax dollar savings of: \$0.00



**Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)**

This property is benefitting from the following assessment reductions with a checkmark ✓

|                                                              |                                                         |
|--------------------------------------------------------------|---------------------------------------------------------|
| Save Our Homes Assessment Limitation (3% assessed value cap) | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Save Our Homes Assessment Transfer (Portability)             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Non-Homestead Assessment Limitation (10% assessed value cap) | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Classification Assessment Limitation            | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Agricultural Classification                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |

**Assessment Reduction Savings ⓘ**

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

**NOTE:** Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on May 10, 2020.  
**Site Notice**



## CITY OF CLERMONT

### REZONING APPLICATION

Page 2

**Answers to the following questions are required to complete this application.**

What are you proposing to do that would require a rezoning?

The Owner is under contract with Encompass Health, a health care provider who operates over 400 rehabilitation/physical therapy centers across the U.S. Encompass is planning to construct a 100-bed rehab facility on this property, pursuant to the attached Concept Plan. The current land use classification of Commercial will allow this use, but the zoning of Urban Estates will not; therefore we request rezoning to Planned Unit Development. We request C-2 uses for the entire site, as well as multi-family use, as this location/corridor has been targeted by the City for potential multi-family development. We will likely request a grading waiver in the PUD, as there are significant slopes on the property. The engineer is developing the grading plan which will be submitted to the City.

Jimmy D. Crawford, Esq.  
Applicant Name (print)

Applicant Name (signature)

Owner Name (print)

Owner Name (signature)

**City of Clermont**  
Development Services Department  
685 W. Montrose St.  
P.O. Box 120219  
Clermont, FL. 34712-0219  
(352) 394-4083 Fax: (352) 394-3542



**CITY OF CLERMONT**  
**REZONING**  
**APPLICATION**

DATE: June 18, 2020

FEE: \$542.<sup>00</sup>  
+ cost of advertisement

PROJECT NAME (if applicable): Encompass Health PUD

APPLICANT: Crawford, Modica & Holt, Chartered Attorneys at Law

CONTACT PERSON: Jimmy D. Crawford, Esq.

Address: 702 West Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352-343-8644 Fax: 352-343-8699

E-Mail: jcrawford@cmhlawyers.com

OWNER: Bosserman Richard E Trustee & Charles E Bosserman III

Address: 1701 Spring Lake Drive

City: Orlando State: Florida Zip: 32804

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address of Subject Property: State Road 50, Clermont, Florida (AK# 2713216)

Legal Description (include copy of survey): SE 1/4 OF NW 1/4--LESS E 222 FT-- |

ORB 1000 PG 687 ORB 1517 PG 1590 ORB 1546 PG 1087 ORB 2562 |

PGS 108 110 112 ORB 2596 PGS 555 & 557 |

Acreage: 32.46 +/- Land Use: Commercial  
(City verification required)

Present Zoning: Urban Estates Proposed Zoning: Planned Unit Development  
(City verification required)

## Advertising Receipt

The Daily Commercial  
PO Box 490007  
Leesburg, FL 34749-0007  
Phone: (352) 365-8200  
Fax: (352) 365-1951

CITY OF CLERMONT  
Paola Vasquez  
P.O. BOX 120219  
CLERMONT, FL 34712

Account Number: 7101866  
Order Number: 10099178  
Phone: (352) 241-7331  
Date: 10/12/20  
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

| Description                                                                  | Start      | End        | Total    |
|------------------------------------------------------------------------------|------------|------------|----------|
| LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle | 10/19/2020 | 10/26/2020 | \$366.24 |

### LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

### ORDINANCE NO. 2020-30

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, EFFECTIVE DATE, AND PUBLICATION.

### LOCATION:

Vacant property located on the south side of SR 50  
¼ mile east of the SR 50 and Hancock Road Intersection  
AK 271.3216  
32.35 +/- Acres

### LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH THE SOUTH LINE OF SAID NW 1/4, N88°59'12"W, A DISTANCE OF 222.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WITH THE SOUTH LINE OF SAID NW 1/4, N88°59'12"W, A DISTANCE OF 1099.77 FEET TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID WEST LINE, N00°48'16"E, A DISTANCE OF 1287.12 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50 (207-FOOT PUBLIC RIGHT OF WAY PER MAP SECTION 11070 F.P. 238429 4); THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE, S89°06'30"E, A DISTANCE OF 1092.68 FEET TO THE WEST LINE OF THE EAST 222.00 FEET OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID WEST LINE, S00°29'22"W, A DISTANCE OF 1289.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.421 ACRES (1,412,249 SQUARE FEET) OF LAND, MORE OR LESS.

FROM: Urban Estate  
TO: Planned Unit Development (PUD) for 100-bed rehabilitation center and C-2 General Commercial uses

This request will be considered by the Planning & Zoning Commission on Tuesday, November 3, 2020 at 6:30 P.M. and

A public meeting to consider this request will be held before the City Council on Tuesday, November 10, 2020 for final enactment.

All meetings will be held at City Hall, first floor Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711

This Ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Cler-

mont FL, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC  
City Clerk

Ad No: 10099178  
October 19, 2020 &  
October 26, 2020

| Payment Info   |          |
|----------------|----------|
| Ad Price       | \$366.24 |
| Tax            | \$0.00   |
| Sub Total      | \$366.24 |
| Prepaid Amount | \$0.00   |
| Balance Due    | \$366.24 |



## CITY OF CLERMONT

# AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                |
| Ordinance No. 2020-38 <i>Final Sign Code Amendment</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                |
| Recommend approval of Ordinance No. 2020-38.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| <p>Staff is proposing a land development code amendment to add regulations for artistic murals. The code amendment will provide regulations to allow artistic murals to be installed on building walls within the Central Business District. The owner of the building will be required to obtain a permit for the mural, which will be reviewed and permitted by staff. Staff will use the regulations approved within this ordinance for the approval process.</p> <p>The regulations include:</p> <ul style="list-style-type: none"><li>• Allowing murals on the sides and rear of commercial building walls</li><li>• Content of the mural shall not include: corporate logos or advertisements of products</li><li>• Maximum amount of text within the mural shall be limited to 5%</li><li>• Artwork may not include any nudity, offensive language or gestures, gang symbols, political affiliations, violence, and no racial or hate messages within its content.</li><li>• Murals are not permitted for residential only structures and uses.</li></ul> <p>The proposed amendment will allow for a cultural art displays in the downtown district that were previously not allowed.</p> <p>Staff recommends approval of Ordinance 2020-38.</p> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| 1. Ord 2020-38 Public Arts Program (11.3.2020 V4) - R&F BL      Ord 2020-38 Public Arts Program (11.3.2020 V4) - R&F BL.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
| 2. ORDINANCE 2020-38 AD      ORDINANCE 2020-38.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-38**

**AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 102 SIGNS; ADDING SECTIONS 102-26 “OTHER SIGNS”; PROVIDING FOR CONFLICT; SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on November 3, 2020 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

**WHEREAS**, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 102-Signs, adding section 102-26 “Other Signs” to allow murals and artworks that reflects and enhances the City’s diversity, character and heritage through designs by artists for commercial development in the Central Business District; and

**WHEREAS**, the City of Clermont Code of Ordinances, Land Development Code, Chapter 102 “Signs”, purpose and intent is to ensure adequate means of communication through signage while maintaining attractive visual appearance within the City, and

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Clermont, that Chapter 102 “Signs” of the Clermont Code of Ordinances be amended to add Section 102-26 “Other Signs” as set forth in the following amendments shown in Section 2.

**SECTION 1: AUTHORITY**

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

**SECTION 2.**

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

**Sec. 102-26. “Other Signs”**

- (1) *Mural signs.* Artwork painted or affixed to building walls, facades or other exterior surfaces shall be limited to the sides and rear building façades on the first floor of any commercial buildings located in the Central Business District. The city council may approve larger murals as a variance to the land development codes, at a public hearing after notice to adjacent property owners. Mural art works are to be exclusively non-commercial in nature, and in no way identify a





*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-38**

product and deemed to provide artistic value and benefit to the surrounding area and not just of benefit to the building or business proposing the mural. Murals and works of art shall be permitted on the sides and rear of any commercial building walls and shall not be allowed on any front building facades and walls.

- (a) Works of art and murals shall be located in the Clermont Central Business District (CBD). Murals and artwork projects are prohibited for residential only buildings and uses.
- (b) The artwork should show sensitivity to the aesthetic and cultural traditions of the City of Clermont, the geographic characteristics of the community, be family-oriented, appropriate for all ages, educational, display community values, provide creativity and quality workmanship, enrich history, and create a vision of what makes it unique. Artwork projects may not encompass any nudity, offensive languages or gestures, gang symbols, graffiti, political affiliations, drugs or alcohol symbols, violence, and no racial or hate messages within its content. The maximum amount of text within any mural shall be limited to five (5) percent.
- (c) Corporate logos and/or any commercial signage shall be prohibited for any art project or artwork design content. This article will not permit or allow any type of illegal sign, irrespective of artist content.
- (d) The property owner is required to obtain a permit for any artwork and/or mural art project display before the installation of any art display on any buildings. The artwork permit application must include an 11" x 17" sketch/graphic design of the proposed artwork for review and approval by the designated city staff. All proposed artwork must include the artwork display location on site and/or buildings.
- (e) The property owner is required to execute a maintenance agreement and covenant for any artworks or art projects approved on their property and shall be responsible for maintenance and repairs of all elements of the project and/or improvements to the site. The agreement shall be in a form acceptable to City and binding on all successors in interest.
- (f) Custody, supervision, maintenance and preservation of the murals and art works is the responsibility of the property owner and shall be carried out by qualified art professionals.
- (g) All works of art must comply with any applicable Clermont Codes and Regulations that include any applicable building and fire code requirements for installation, creation, and construction on site. No art project can be located on any streets, sidewalks, dedicated easements; city owned property, rights-of-way, public access and must comply with any ADA requirements for the site.
- (h) The property owner is required to maintain the mural and artwork in good condition at the approved location, failure to comply with this requirement as required by law



*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-38**

or other applicable guidelines shall subject the property owner to code enforcement action including violations and fines, and the Clermont City Council may revoke the permit after a public hearing.

- (i) A hold-harmless release and identification waiver in a form acceptable to the City must be signed by the property owner that excludes, indemnifies and releases the City of Clermont of any liability for public art projects on private property.

**SECTION 3: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4: SEVERABILITY**

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

**SECTION 5: CODIFICATION**

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

**SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 7: RECORDING**

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-38**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 10<sup>th</sup> day of November 2020.

CITY OF CLERMONT

---

Gail L. Ash, Mayor

ATTEST:

---

Tracy Ackroyd Howe, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Daniel F. Mantzaris, City Attorney

## Advertising Receipt

The Daily Commercial  
PO Box 490007  
Leesburg, FL 34749-0007  
Phone: (352) 365-8200  
Fax: (352) 365-1951

CITY OF CLERMONT  
Paola Vasquez  
P.O. BOX 120219  
CLERMONT, FL 34712

Account Number: 7101866  
Order Number: 10099234  
Phone: (352) 241-7331  
Date: 10/14/20  
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

| Description                                                                  | Start      | End        | Total    |
|------------------------------------------------------------------------------|------------|------------|----------|
| LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle | 10/19/2020 | 10/26/2020 | \$193.96 |

### LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

sons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC  
City Clerk

### ORDINANCE NO. 2020-38

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 102 SIGNS; ADDING SECTIONS 102-26 OTHER SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Ad No: 10099234  
October 19, 2020 &  
October 26, 2020

The Planning and Zoning Commission will consider this Ordinance at a public meeting to be held on Tuesday, November 3, 2020 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the Clermont City Council on Tuesday, November 10, 2020 at 6:30 P.M. for final enactment.

All meetings will be held in Clermont City Hall, first floor Council Chambers, located at 685 West Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Per-

| Payment Info   |          |
|----------------|----------|
| Ad Price       | \$193.96 |
| Tax            | \$0.00   |
| Sub Total      | \$193.96 |
| Prepaid Amount | \$0.00   |
| Balance Due    | \$193.96 |



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| Ordinance No. 2020-39 <i>Final</i><br>Highland Ranch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| Recommend vacating right-of-way under Ordinance 2020-39.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                |
| <p>The applicant, Taylor Morrison, is requesting the vacation of an unnamed 30 foot right-of-way that was part of the Lake Highlands Company plat in 1917. The underlying right-of-way was discovered during the platting process of Highland Ranch Canyons Phase 6 plat. City staff has reviewed the request and the vacation of the right-of-way will not impede access to any property owners. Taylor Morrison is the surrounding property owner. Staff recommends vacation of the right-of-way described in Ordinance 2020-39.</p> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                |
| 1. Ord 2020-39 - RF BL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Ord 2020-39 - RF BL.pdf            |                                |
| 2. Canyons Phase 6 ROW Maps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Canyons Phase 6 ROW Maps.pdf       |                                |
| 3. Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Application.pdf                    |                                |
| 4. Legal Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Legal Description.pdf              |                                |
| 5. Canyons ROW Legal Ad Proof                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Canyons ROW Legal Ad Proof.pdf     |                                |



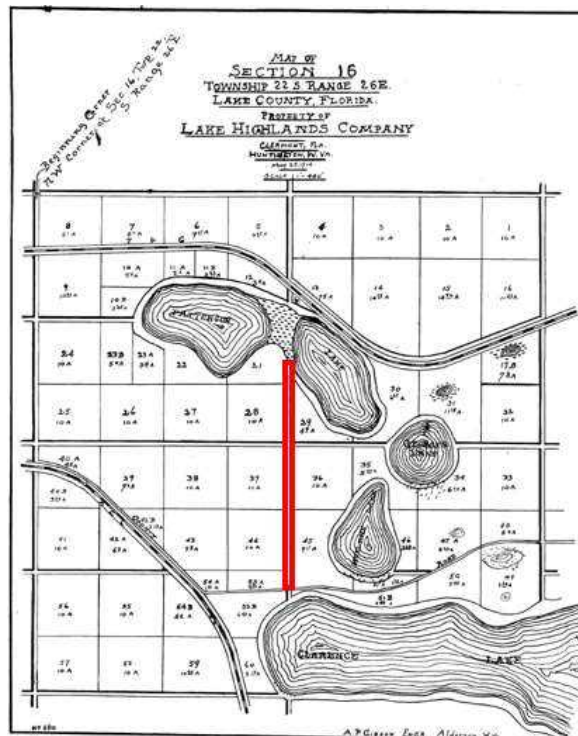
CITY OF CLERMONT  
ORDINANCE NO. 2020-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING AN UNNAMED PUBLIC RIGHT OF WAY LYING EAST OF TRACTS 21, 28, 37, 44 AND 53A, AND LYING WEST OF TRACTS 29, 36 AND 45, LAKE HIGHLAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

**SECTION 1: LEGAL DESCRIPTION**

THAT UNNAMED PUBLIC RIGHT OF WAY BOUNDED ON THE WEST BY THE EAST LINE OF TRACTS 21, 28, 37, 44 AND 53A. BOUNDED ON THE EAST BY THE WEST LINE OF TRACTS 29, 36 AND 45. BOUNDED ON THE SOUTH BY THE NORTHERLY RIGHT OF WAY LINE OF OLD HWY 50. BOUNDED ON THE NORTH BY THE SOUTHERLY BORDER OF PATTERSON LAKE. ALL ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST.







*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-39**

**SECTION 2: AUTHORITY**

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

**SECTION 3: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4: SEVERABILITY**

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

**SECTION 5: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 6: RECORDING**

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

**SECTION 7: PUBLICATION AND AN EFFECTIVE DATE**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2020-39**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida  
on this 10<sup>th</sup> day of November, 2020.

CITY OF CLERMONT

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Gail L. Ash, Mayor

ATTEST:

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Tracy Ackroyd Howe, City Clerk

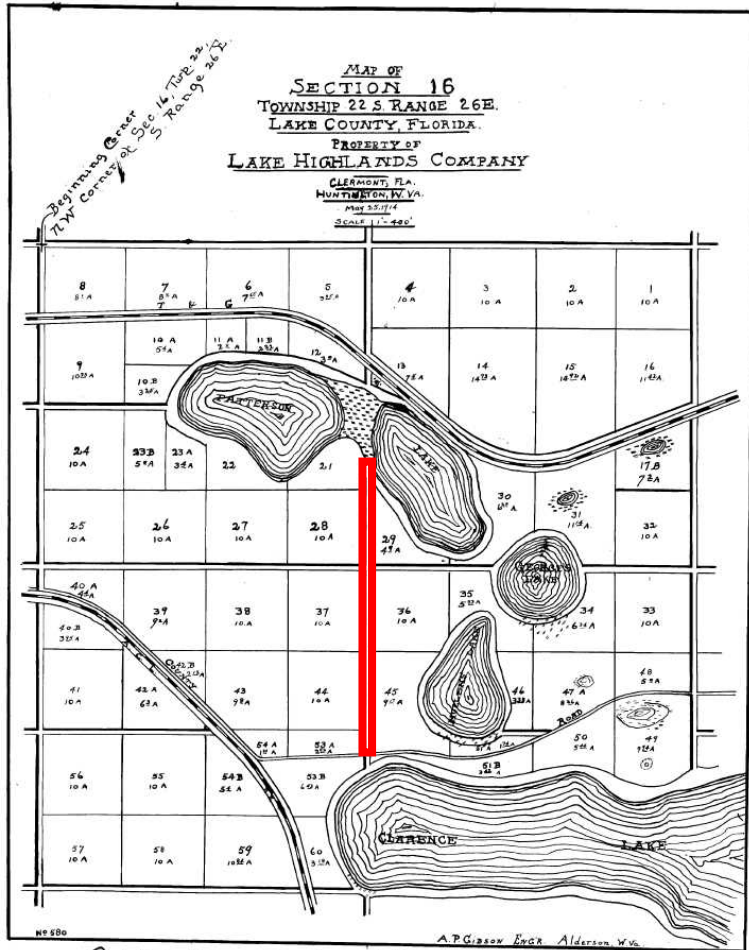
Approved as to form and legality:

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Daniel F. Mantzaris, City Attorney

# Highland Ranch ROW Vacation Request

The applicant is requesting the vacation of an old 30 foot right-of-way created in the Lake Highlands Company Plat from 1917. The area to be vacated is shown in red below.





**CITY OF CLERMONT**  
**STREET RIGHT-OF-WAY / EASEMENT CLOSING**  
**PETITION**

DATE: 10.1.2020

FEE: \$1000.00  
+ cost of advertisement

PETITIONER'S NAME: Richard Rosello

Address: 2600 Lake Lucien Dr. Ste 350  
City: Maitland State: FL Zip: 32751  
Phone: 407.906.3551 Fax: \_\_\_\_\_

Legal Description of Petitioner's property abutting Street ROW/easement to be closed  
(Attach survey if available): Please see attached.

If named - name of street to be closed: N/A

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):  
See attached.

Purpose or reason for closing: Platting Canyons Ph to over the  
land where the right of way is located.

Attach a map and list of: Names and addresses of all property owners abutting the portion of the  
street requested to be closed and abandoned. X yes \_\_\_\_\_ no

This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division  
2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a  
complete application submitted to the Development Services Director in the Development  
Services Department, at least 30 days prior to the final hearing date of the City Council. A Street  
right-of-way or Easement Closing requires two readings of an ordinance by the City Council.  
The City Council meetings are held on the second and fourth Tuesdays of every month.

All applications must be complete, including applicable site plans and or pertinent descriptive  
materials in order to be processed. A plot plan (schematic drawing of the property involved)  
showing the location of that portion of the street requested to be closed and permanently  
abandoned, and including a survey of the property and street involved if deemed necessary by  
the city council or the city attorney.

Richard Rosello  
Petitioner Name (print)

X [Signature]  
Petitioner Name (signature)





## **DIVISION 2. CLOSING**

### **Sec. 54-46. Purpose of division.**

The purpose of this division is to establish an orderly procedure for closing and permanently abandoning municipal streets within the city.  
(Code 1962, § 19-1; Ord. No. 96-C, § 1, 8-28-73)

### **Sec. 54-47. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Street* means any public street, avenue, road, alley, highway, lane, path or other public way located in the city as shown on any of the various maps and plats of the city, recorded in the county public records.

(Code 1962, § 19-1; Ord. No. 96-C, § 1, 8-28-73)

**Cross references:** Definitions generally, § 1-2.

### **Sec. 54-48. Procedure.**

(a) *Filing of petition; information required.* Whenever anyone who is the owner of or has any legal interest in property abutting a street within the city shall desire that the street be closed and permanently abandoned, he shall file a petition at the office of the city clerk setting forth the following information:

- (1) The petitioner's full name and mailing address.
- (2) The legal description of his property involved.
- (3) A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.
- (4) The purpose for which the street is requested to be closed.
- (5) The names and mailing addresses of all property owners abutting the portion of the street requested to be closed and abandoned.

(b) *Filing fee; notice; hearing; notification of property owners.* When a petition containing the information described in subsection (a) of this section is filed with the city clerk, along with the filing fee established by resolution of the council and on file in the city clerk's office, the clerk shall forthwith cause notice of the petition to be published as a legal notice in a local newspaper, no less than ten days prior to the date set for a hearing on the petition, and shall enter the matter on the agenda of the next regular meeting of the city council if the meeting is ten or more days forthcoming. Otherwise, the matter shall be advertised and set for hearing at the following regular meeting wherein ten days' notice could be given; furthermore, all property owners abutting that portion of the affected street shall be individually notified by an official letter from the city, stating the conditions of the request.



(c) *Council action.* At the regularly scheduled city council meeting wherein the requested street closing appears on the agenda, the city council will act upon the requested street closing. Upon motion and second of the city council, an ordinance may be introduced and passed, as provided by law, closing and permanently abandoning all or any portion of the street requested to be closed by the petition. Such ordinance shall be introduced and passed according to law.

(Code 1962, § 19-2; Ord. No. 96-C, § 2, 8-28-73)

**Charter references:** Construction of streets, sidewalks and other local improvements, § 5.

**Sec. 54-49. Retention of utility easement.**

Whenever it shall appear to the city council that the city does not have a utility easement along the street requested to be closed, the city shall retain a utility easement on any street closed and permanently abandoned pursuant to the provisions of this division.

(Code 1962, § 19-3; Ord. No. 96-C, § 3, 8-28-73)

**Sec. 54-50. Recording of ordinances closing and abandoning streets.**

Any municipal ordinance duly passed as provided by law, which closes and permanently abandons any street within the city, shall be recorded by the city clerk in the public records of the county.

(Code 1962, § 19-4; Ord. No. 96-C, § 4, 8-28-73)



THAT UNNAMED PUBLIC RIGHT OF WAY LYING EAST OF TRACTS 28, 37, 44 AND 53A, AND LYING WEST OF TRACTS 29, 36 AND 45, LAKE HIGHLAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST.

## Advertising Receipt

The Daily Commercial  
PO Box 490007  
Leesburg, FL 34749-0007  
Phone: (352) 365-8200  
Fax: (352) 365-1951

CITY OF CLERMONT  
Paola Vasquez  
P.O. BOX 120219  
CLERMONT, FL 34712

Account Number: 7101866  
Order Number: 10099245  
Phone: (352) 241-7331  
Date: 10/15/20  
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

| Description                                                                  | Start      | End        | Total    |
|------------------------------------------------------------------------------|------------|------------|----------|
| LEGAL NOTICE The City Council of the City of Clermont will consider the enac | 10/26/2020 | 10/26/2020 | \$161.47 |

### LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, November 10, 2020 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

### ORDINANCE NO. 2020-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING AN UNNAMED PUBLIC RIGHT OF WAY LYING EAST OF TRACTS 21, 28, 37, 44 AND 53A, AND LYING WEST OF TRACTS 29, 36 AND 45, LAKE HIGHLAND COMPANY, ACCORDING TO THE PLAT THEREFORE AS RECORDED IN PLAT BOOK 3, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST.

This ordinance is available for public inspection in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC  
City Clerk

Ad No: 10099245  
October 26, 2020

### LEGAL DESCRIPTION

THAT UNNAMED PUBLIC RIGHT OF WAY BOUNDED ON THE WEST BY THE EAST LINE OF TRACTS 21, 28, 37, 44 AND 53A, BOUNDED ON THE EAST BY THE WEST LINE OF TRACTS 29, 36 AND 45, BOUNDED ON THE SOUTH BY THE NORTHERLY RIGHT OF WAY LINE OF OLD HWY 50, BOUNDED ON THE NORTH BY THE SOUTHERLY BORDER OF PATTERSON LAKE. ALL ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE

| Payment Info   |          |
|----------------|----------|
| Ad Price       | \$161.47 |
| Tax            | \$0.00   |
| Sub Total      | \$161.47 |
| Prepaid Amount | \$0.00   |
| Balance Due    | \$161.47 |



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                    |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                    |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                    |                                |
| Variance Request<br><i>East Desoto Street</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                    |                                |
| Recommend approval of requested variance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                    |                                |
| <p>The applicant, Solid Developments &amp; Investment Corporation, is requesting a variance to allow for a single-family lot width of 72 feet instead of the minimum 75 feet as required for R-2 Medium Density Residential zoning, Land Development Code, Section 122-145. The vacant parcel is located on the northwest side of Bloxam Avenue, off east Desoto Street. The requested variance to the code for a lot width reduction of (3) three feet is to allow for development of two new single-family homes. The proposed lot width is consistent with the lot dimensions of similar properties in the surrounding area.</p> <p>The applicant is proposing to subdivide the existing 145' x 137' vacant infill lot to create (2) two 72' x 137' foot lots, and build a new single family home on each lot. The proposed lots will not be out of character to the adjacent properties and will provide an opportunity for development of an infill lot, to enhance and improve the surrounding neighborhoods. The Comprehensive Plan encourages infill development where appropriate to help improve and revitalize existing communities. The proposed single-family development will not require any other variances to the Land Development Code.</p> <p>Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on the review criteria. Staff recommends approval of the requested variance.</p> |                                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Fund Number and Description</b>                 | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                    |                                |
| 1. New 86-174 Review Criteria- East Desoto Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | New 86-174 Review Criteria- East Desoto Street.pdf |                                |
| 2. Location Map                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Location Map.pdf                                   |                                |
| 3. Boundary and Topographic Survey                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Boundary and Topographic Survey.pdf                |                                |
| 4. Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Application.pdf                                    |                                |
| 5. EAST DESOTO STR VARIANCE AD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EAST DESOTO STR VARIANCE AD.pdf                    |                                |

## East Desoto Street Variance

### **The requirements for a variance are as follows:**

***“Sec. 86-174, Review Criteria and Finding.*** When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

#### ***FINDINGS:***

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;  
*Applicant response: No. It would be similar to other properties, provide much needed additional housing, and raise property taxes.*

*Staff comments: The applicant is requesting a variance to the Land Development Code to allow for a lot width less than 75 foot as required in Section 122-145, for R-2 Medium Density Residential zoning. The existing lot width is 144' foot and the applicant would like to subdivide the lot, creating (2) two 72' x 138' lots, which provides the opportunity for construction of two (2) single-family homes. The proposed lots are consistent with other lots in the surrounding area.*

#### **Positive Finding**

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;  
*Applicant response: Correct.*

*Staff comments: The proposed lot width of 72' foot instead of the required 75' foot width is consistent with lots of that dimension in the surrounding area. The lots as proposed will not be out of character with other properties in that zoning category.*

#### **Positive Finding**

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;  
*Applicant response: The 3' foot variance to the setback requirements is minor enough to allow the City's objective for the requirement to be met while allowing the applicant to develop the property in the most economically advantageous manner possible.*

*Staff comments: The proposed lots will allow for development of two new single-family homes in the area and provide an opportunity for development of an infill lot to enhance and improve the community and surrounding areas with new development.*

#### **Positive Finding**

- (4) The granting of the variance is consistent with the city's comprehensive plan:  
*Applicant response: The 3' foot variance would be consistent with the city's comprehensive plan*

*Staff comments: The requested variance is not in conflict with the Clermont Comprehensive Plan.*

#### **Positive Finding**

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: Yes.

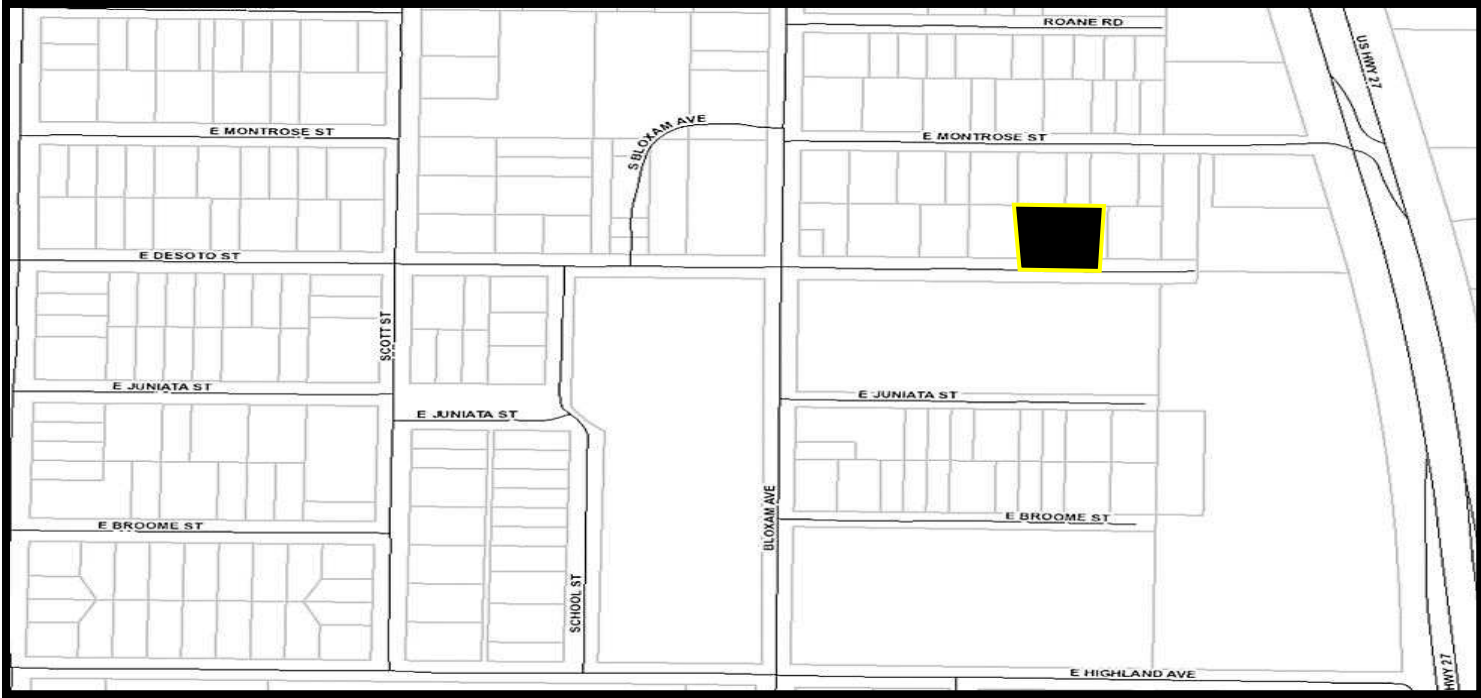
Staff comments: The variance request is the minimum allowed to make reasonable use of the land and to provide an opportunity for development of an infill lot with two new single family homes; which will provide an increase to property values and encourage the opportunity to enhance and improve the surrounding neighborhoods.

**Positive Finding**

**STAFF RECOMMENDATION:** Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as submitted and determined it can meet a positive finding. Therefore, staff recommends **approval** of the variance request to the Land Development Code.



LOCATION MAP









CITY OF CLERMONT  
**VARIANCE**  
**APPLICATION**

|                                                                                                                                                                                                                                                                                                                                                 |                         |                    |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------|---------------------|
| <b>DATE</b> October 1st, 2020                                                                                                                                                                                                                                                                                                                   |                         | <b>FEE:</b>        |                     |
| <b>Project Name (if applicable)</b> Desoto street                                                                                                                                                                                                                                                                                               |                         |                    |                     |
| <b>Applicant</b> Solid Development & Investments Corp                                                                                                                                                                                                                                                                                           |                         |                    |                     |
| <b>Contact Person</b> Kenneth B. Costello, Esquire - Boyette Cummins & Naillos, PLLC                                                                                                                                                                                                                                                            |                         |                    |                     |
| <b>Address</b> 1635 E. Hwy 50 Suite 300                                                                                                                                                                                                                                                                                                         | <b>City</b> Clermont    | <b>State</b> FL    | <b>Zip</b> 34711    |
| <b>Telephone</b> 3523942103                                                                                                                                                                                                                                                                                                                     | <b>Fax</b> 3523942105   |                    |                     |
| <b>Email</b> kcostello@bcnlawfirm.com                                                                                                                                                                                                                                                                                                           |                         |                    |                     |
| <b>OWNER INFORMATION</b> <input type="checkbox"/> (Check box if information is same as Applicant)                                                                                                                                                                                                                                               |                         |                    |                     |
| <b>Owner's Name</b> Solid Development & Investments Corp                                                                                                                                                                                                                                                                                        |                         |                    |                     |
| <b>Owner Address</b> 125 E Pine St, Suite 1206                                                                                                                                                                                                                                                                                                  | <b>City</b> Orlando     | <b>State</b> FL    | <b>Zip</b> 32801    |
| <b>Telephone</b>                                                                                                                                                                                                                                                                                                                                | <b>Email</b>            |                    |                     |
| <b>PROPERTY INFORMATION</b>                                                                                                                                                                                                                                                                                                                     |                         |                    |                     |
| <b>Address of Subject Property</b><br>xxx East Desoto Street                                                                                                                                                                                                                                                                                    | <b>City</b><br>Clermont | <b>State</b><br>FL | <b>Zip</b><br>34711 |
| <b>General Location</b><br>East Desoto Street and School Street                                                                                                                                                                                                                                                                                 |                         |                    |                     |
| <b>Legal Description &amp; Alternate Key (include copy of survey)</b><br>Parcel A: Lot 9 and 10, Blk 2, Map of Homedale as recorded in Plat Book 11, Page 26, Lake, less the W 11.06 thereof and Parcel B: Lot 7 and 8, Blk 2, Map of Homedale, as recorded in Plat Book 11, Page 26, Lake, less the 11.24 feet thereof.<br><br>Alt key 3010787 |                         |                    |                     |
| <b>Land Use (City verification required)</b> Vacant Institutional Church only                                                                                                                                                                                                                                                                   |                         |                    |                     |
| <b>Zoning (City verification required)</b> R-3                                                                                                                                                                                                                                                                                                  |                         |                    |                     |



## CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

**City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:**  
Section 122-145

**What are you proposing to do that would require a variance and why?**

We are first seeking approval of a lot split that will divide the parcel into two residential lots of equal width. The current lot width is 145.63 (D). We are requesting a variance to reduce the required lot width from 75' to 72' upon approval of the lot split.

**How does the Code create a hardship?**

The lot is currently unbuildable for two residential lots under the code given for lot sizes.

**The following justifications must be completed for any variance requested:**

**Variance requested – subject and code section:**

**Sec. 86-174. Review criteria and findings.**

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;  
No it would be similar to other properties and provide much needed additional housing and raise property values.
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;  
Correct.
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;  
The 3' variance to the setback requirement is minor enough to allow the City's objective for the requirement to be met while allowing the applicant to develop the property in the most economically advantageous manner possible.



## CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and  
The 3' variance would be consistent with the city's comprehensive plan.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

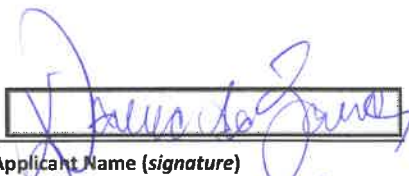
Yes.

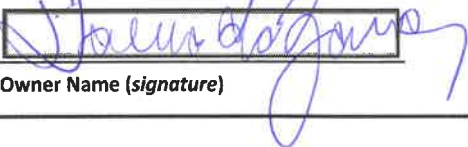
SOLID DEVELOPMENT & INVESTMENTS  
CORP

Applicant Name (print)

SOLID DEVELOPMENT & INVESTMENTS  
CORP

Owner Name (print)

x   
Applicant Name (signature)

x   
Owner Name (signature)

### NOTICE

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.**

City of Clermont  
Development Services Department  
685 W. Montrose St.  
P.O. Box 120219  
Clermont, FL 34712-0219  
(352) 394-4083 Fax: (352) 394 3542

# Daily Commercial

## Advertising Receipt

The Daily Commercial  
PO Box 490007  
Leesburg, FL 34749-0007  
Phone: (352) 365-8200  
Fax: (352) 365-1951

CITY OF CLERMONT  
Paola Vasquez  
P.O. BOX 120219  
CLERMONT, FL 34712

**Account Number:** 7101866  
**Order Number:** 10099380  
**Phone:** (352) 241-7331  
**Date:** 10/27/20  
**Ad Taker:** liana.rickman

**Ad Classification:** LEGAL NOTICES

| Description                                                                  | Start      | End        | Total           |
|------------------------------------------------------------------------------|------------|------------|-----------------|
| LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle | 11/03/2020 | 11/03/2020 | <b>\$110.98</b> |

### LEGAL NOTICE

Ad No: 10099380  
November 03, 2020

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following Variance: 1) to allow for a minimum lot width less than the 75 feet requirements for R-2 Medium Density Residential District, Section 122-145 of the Land Development Code, at the following location:

### LOCATION

Vacant parcel located west of Bloxam Avenue, and on East Desoto Street (Alternate Key - 3010787)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, November 10, 2020 at 6:30 P.M. in the Clermont City Hall, first floor Council Chambers located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe  
City Clerk, MMC

| Payment Info   |                 |
|----------------|-----------------|
| Ad Price       | <b>\$110.98</b> |
| Tax            | <b>\$0.00</b>   |
| Sub Total      | <b>\$110.98</b> |
| Prepaid Amount | <b>\$0.00</b>   |
| Balance Due    | <b>\$110.98</b> |



## CITY OF CLERMONT

# AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                               |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                               |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                               |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                               |                                |
| Variance Request<br><i>Toyota of Clermont</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                               |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                               |                                |
| Recommend approval of requested variance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                               |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                               |                                |
| <p>The owner, Toyota of Clermont/Clermont Motors LLC, is requesting the following variance: (1) To allow the number of wall signs to exceed the maximum number allowed by the Land Development Code, Section 102-15. The subject property is located north of State Road 50, east of Auto Plex Lane and west of the Orange County boundary line. The current zoning is C-2 General Commercial and property is approximately 28 +/- acres. The property was annexed into the City of Clermont on May 26, 2015 concurrently with a large- scale comprehensive plan amendment. The site was annexed as existing with site plan approval from Lake County. The approved plan included the existing auto sales building with future development of the collision center located in the rear of subject parcel.</p> <p>The applicant is requesting a variance to the Land Development Code Section 102-15 (b) to allow three (3) building signs instead of the maximum (2) two building signs as permitted by the code. The proposed (3) three wall signs shall not exceed the maximum allowed square footage sign area, which is equal to 15 percent of the front building façade. The new collision center is located in the rear of the site, behind the existing dealership with limited visibility from State Road 50. The applicant has indicated that the request for (3) three signs will allow the customer to identify the many services provided at the dealership and improve and enhance the overall customer service experience. The applicant has provided other similar dealerships located in close proximity, that currently have three (3) building signs.</p> <p>Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does meet a positive finding. Staff recommends approval of the requested variance to the Land Development Code</p> |                                                               |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                               |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                               |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Fund Number and Description</b>                            | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                               |                                |
| 1. New 86-174 Review Criteria-Toyota Sign                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | New 86-174 Review Criteria-Toyota Sign.pdf                    |                                |
| 2. LOCATION MAP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LOCATION MAP.pdf                                              |                                |
| 3. Toyota of Clermont 09232 - Building Signs Elevations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Toyota of Clermont 09232 - TCCC Facility Signage R2 FINAL.pdf |                                |
| 4. Other Dealerships Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Other Dealerships Signs.pdf                                   |                                |
| 5. Variance-Application-2020- Signed by Owner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Variance-Application-2020- Signed by Owner.pdf                |                                |
| 6. TOYOTA SIGN VARIANCE AD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | TOYOTA SIGN VARIANCE AD.pdf                                   |                                |





## Toyota Sign Variance

**The requirements for a variance are as follows:**

***“Sec. 86-174, Review Criteria and Finding.*** When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

### ***FINDINGS:***

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;  
***Applicant response:*** *Our proposed building is more than 1,100 lf from the main road (SR 50); we are located on the back hail of a 28.32-acre parcel.*

***Staff comments:*** *The requested sign variance will not interfere with the reasonable enjoyment of the adjacent property owners or negatively impact the surrounding areas. The proposed wall signs are for a newly constructed auto service building located in the rear of the parcel and is not adjacent to any residential properties. The Clermont Code, Section 102-15 allows two wall signs per building, and the applicant is requesting three wall signs, which will not exceed the maximum sign total square footage allowed by the code.*

#### ***Positive finding***

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;  
***Applicant response:*** *We have included examples of similar structures adjacent to our site which have the same (3) sign standard that we are requesting.*

***Staff comments:*** *The requested variances will allow reasonable use of the property and is not out of character with other similar uses and adjacent properties. The Land Development Code, Section 102 allows a maximum building sign copy area of 200 square feet, the applicant is requesting multiples signs that identify the many different specialty brands and services offered that are unique to this dealership.*

#### ***Positive finding***

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;  
***Applicant response:*** *We are proposing to meet the standards of the Toyota Brand, which is consistent with the adjacent similar use facilities that have been previously approved by the City Council.*

***Staff comments:*** *The requested sign variance will not further any legitimate city objective. The proposed signage is not out of character with other businesses in the surrounding area.*

#### ***Positive finding***

- (4) The granting of the variance is consistent with the city's comprehensive plan;

**Applicant response:** *The granting of the variance is consistent with the City's comprehensive plan, and consistent with other approved variances on similar use projects adjacent to the site.*

**Staff comments:** *The requested sign variance is consistent with the City of Clermont Comprehensive Plan goals, objectives and policies.*

**Positive finding**

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

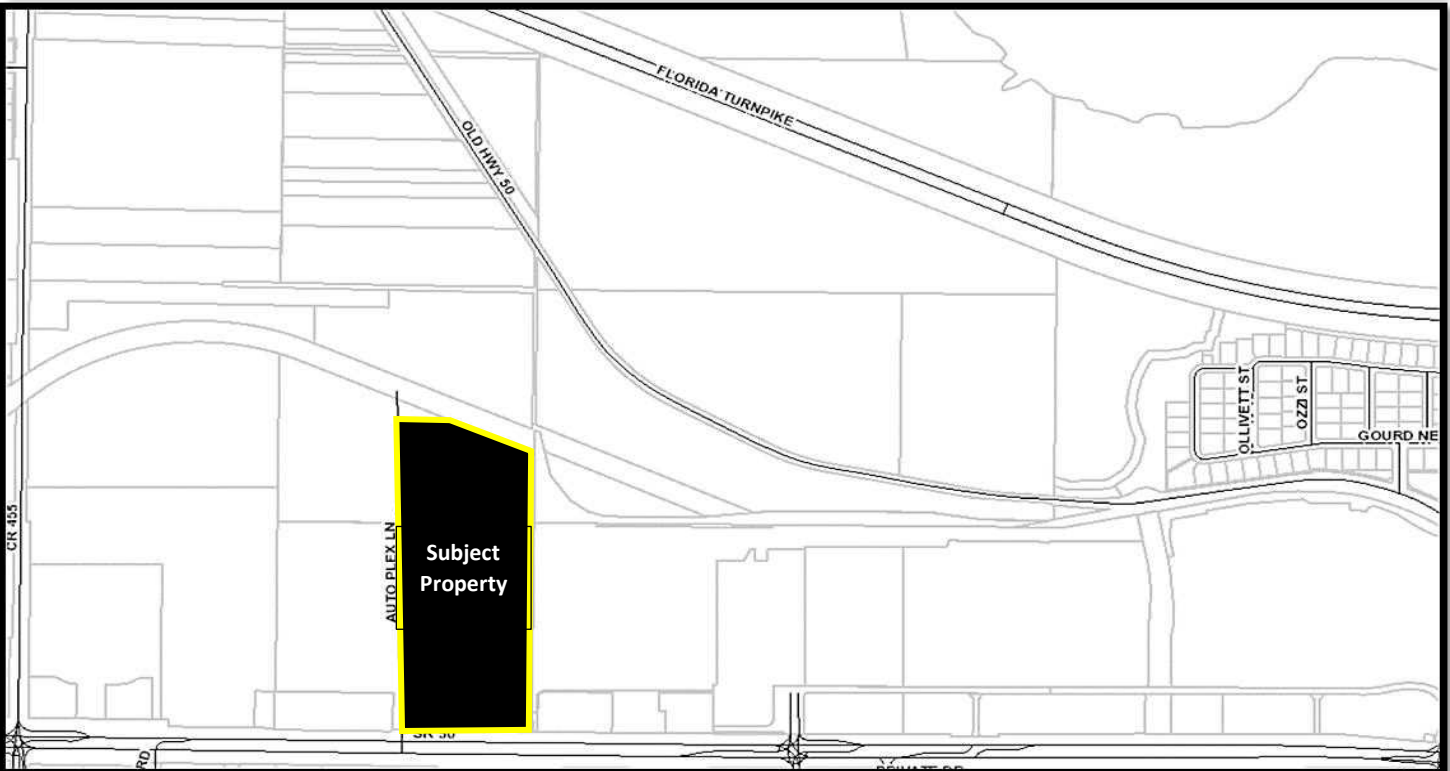
**Applicant response:** *The approval of this variance is the minimum variance needed to achieve compliance with the Toyota Brand Standards.*

**Staff comments:** *The variance request is the minimum variance that will make reasonable use of the site. The request will not increase the total signage allowed, but will allow the business to identify and provide a unique and positive experience for the customer. The proposed signage is the minimum required to create a visually appealing business climate and to improve vehicular safety and reduce visual pollution.*

**Positive finding**

**STAFF RECOMMENDATION:** Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application can meet a positive finding. Therefore, staff recommends approval of the variance request to the Land Development Code.

# LOCATION MAP

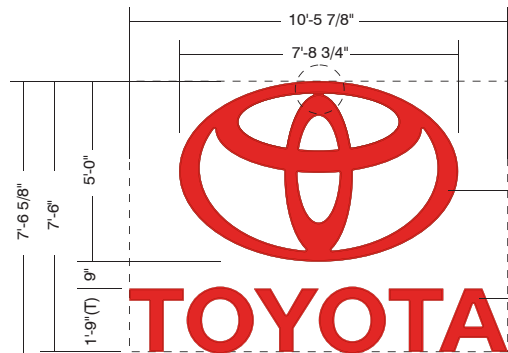




## Toyota of Clermont - Certified Collision Center - 09232s

13840 Auto Plex Lane  
Clermont, Florida, 34711



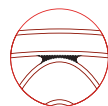


Toyota Brand  
Overall Perimeter  
7'-6" x 10'-5 7/8"  
78.67 SQ. FT.

30.35 SQ. FT.

18.35 SQ. FT.

Toyota Brand Elements  
48.70 SQ. FT.



inside view  
block-out vinyl area

### SL60

#### Illuminated Logo & Letters

- panned & embossed clamshell trim
- lexan polycarbonate: Bayer Red D99
- aluminum coil pre-painted red
- 3M 3635-20B block out vinyl applied second surface
- illuminated with red LED
- electrical hook-up supplied by others



CLERMONT

### TDNI-18

#### Illuminated Channel Letters

- aluminum cabinets black
- f-trim retainers black
- 3/16" white pigmented acrylic faces #2447
- 3M 3635-222 black perforated vinyl applied first surface
- illuminated with white LED
- electrical hook-up supplied by others



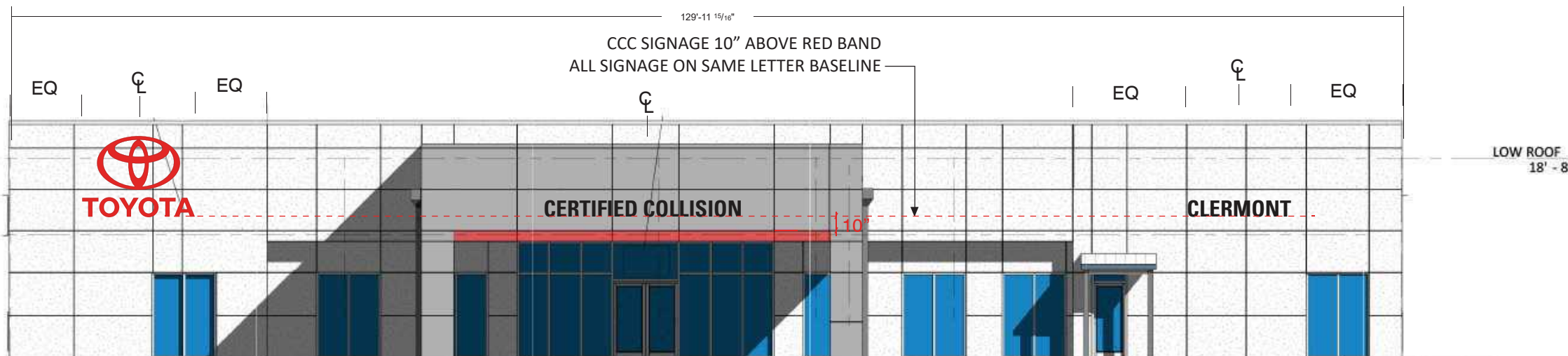
CERTIFIED COLLISION

### SI-18

#### Illuminated Channel Letters

- aluminum cabinets black
- f-trim retainers black
- 3/16" white pigmented acrylic faces #2447
- 3M 3635-222 black perforated vinyl applied first surface
- illuminated with white LED
- electrical hook-up supplied by others

**\*PROPOSED SAME SIZE OF DEALERNAME \*  
STANDARD SI-12 IS TOO SMALL FOR AREA**



### Project ID

LM2-33322

Date: MAR-23-2020  
Scale: 3/16" = 1'-0"  
Sales: L.Milligan  
Designer: C.Sabatino

### Rev. #: R1

Date: 14-MAY-2020

Revision Note  
Remove "Center"

### Conceptual

Information Required:

**Toyota to review & Approve:**  
placement of TDNI & SL60-  
not standard placement.  
(TDNI- usually 4'-3" from edge,  
10" above red band)  
(SL60-usually centered between  
redband and edge) - Approved

### Master

### Electrical

☒ 120V ☐ 347V  
☐ Other \_\_\_\_\_

### Customer Approval

Signature \_\_\_\_\_  
MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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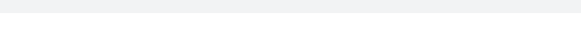
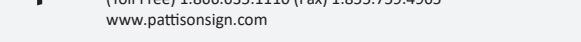
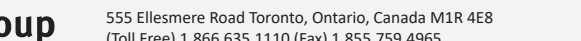
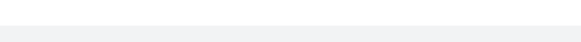
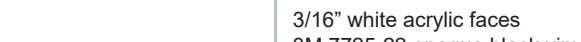
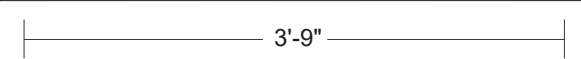
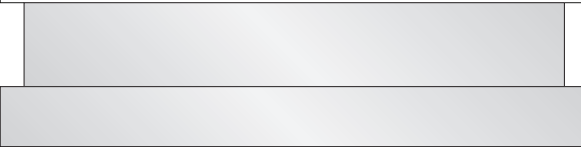
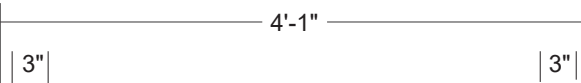
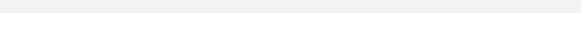
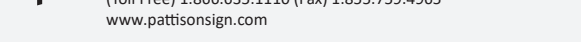
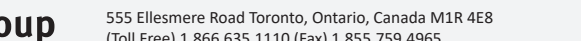
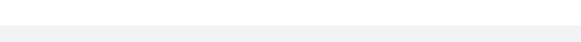
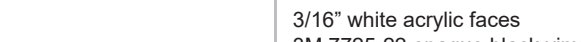
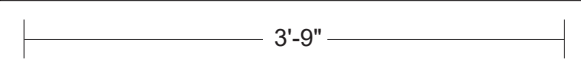
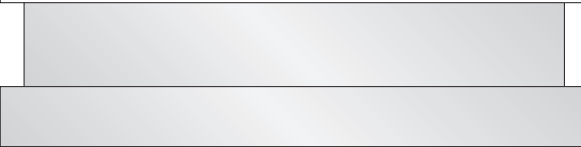
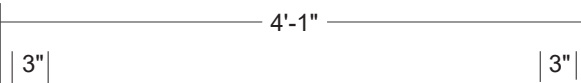
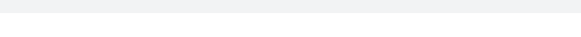
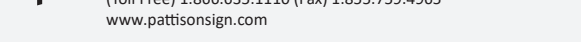
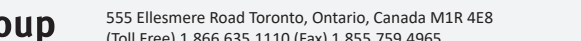
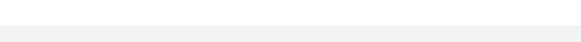
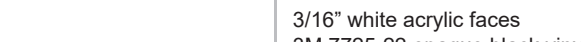
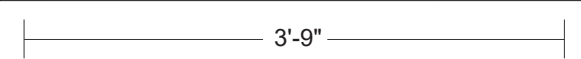
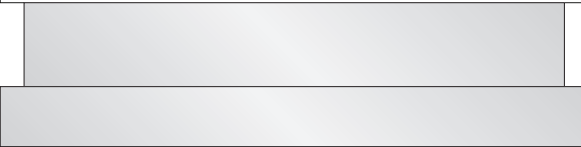
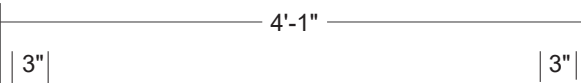
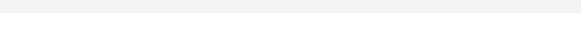
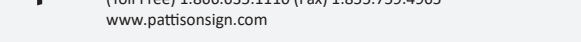
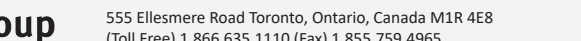
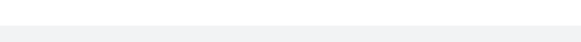
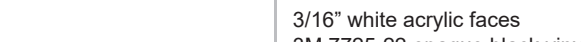
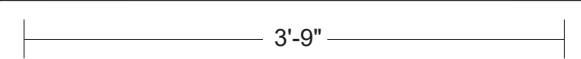
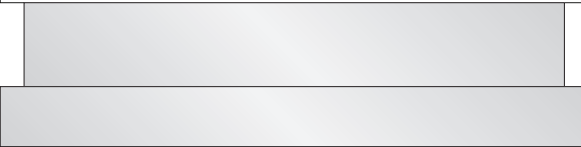
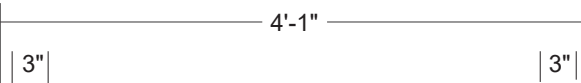
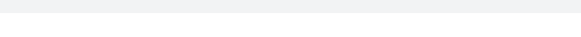
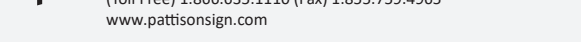
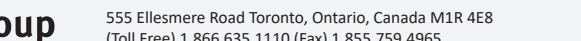
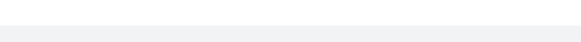
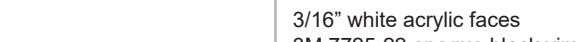
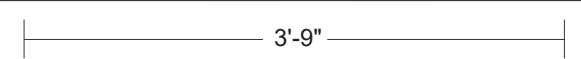
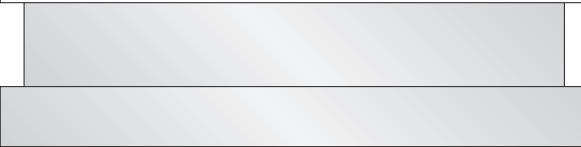
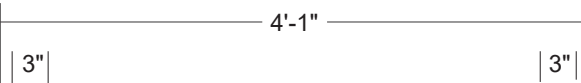
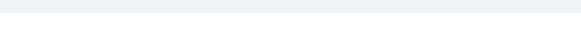
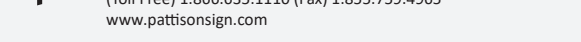
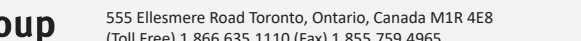
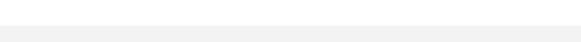
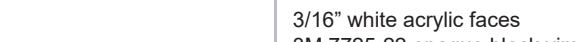
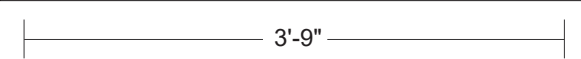
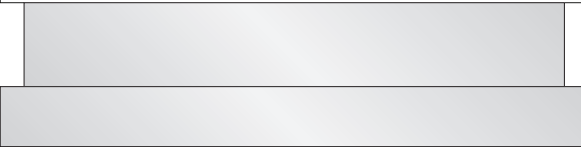
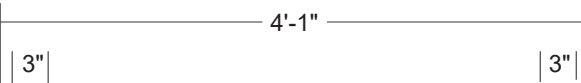
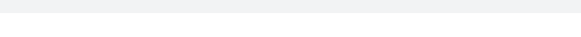
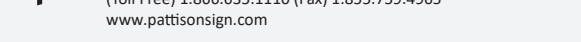
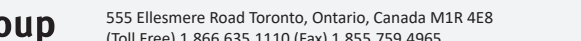
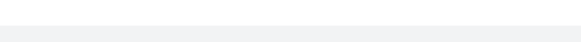
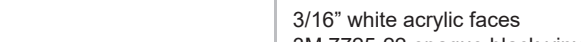
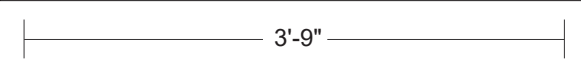
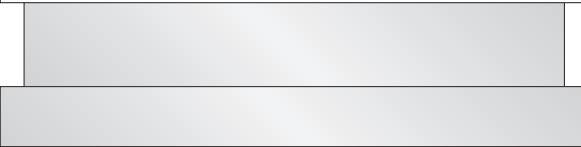
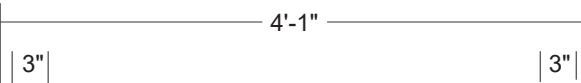
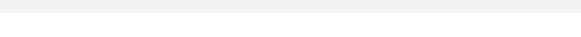
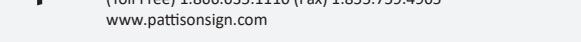
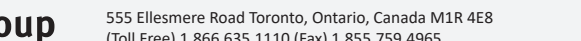
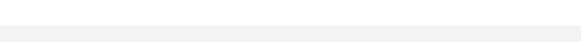
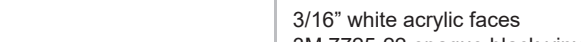
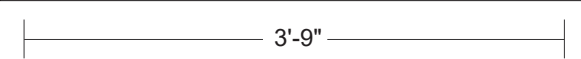
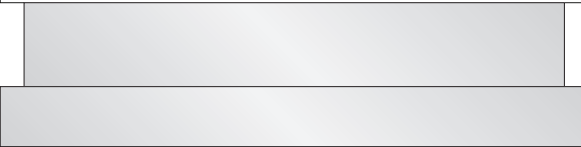
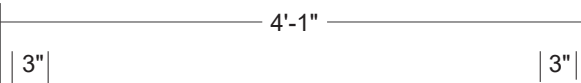
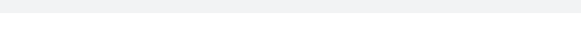
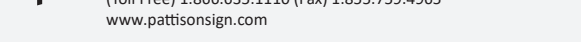
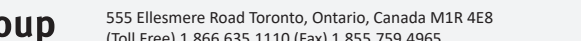
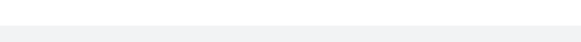
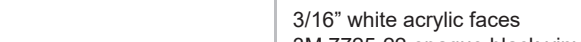
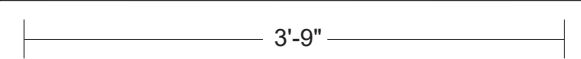
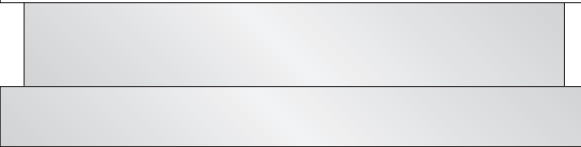
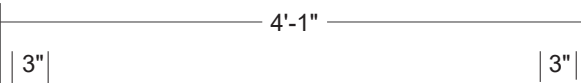
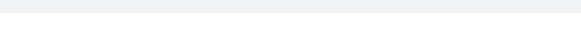
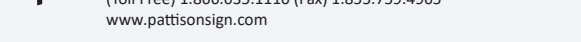
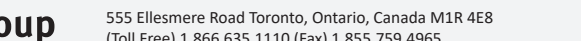
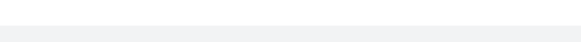
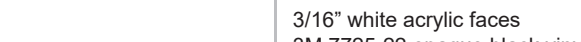
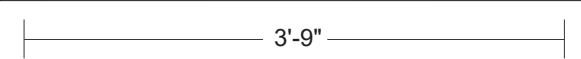
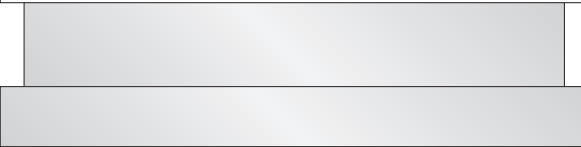
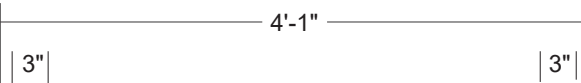
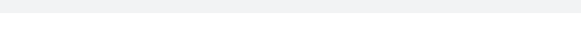
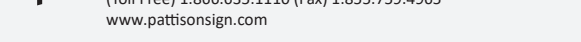
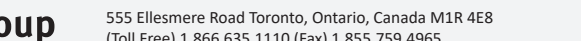
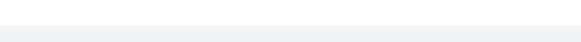
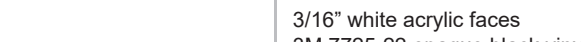
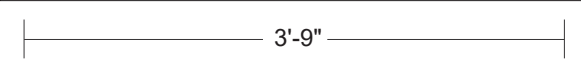
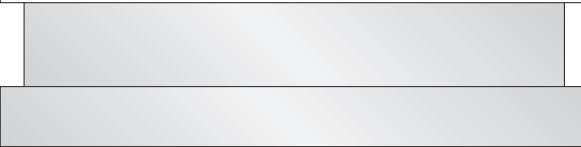
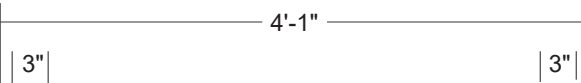
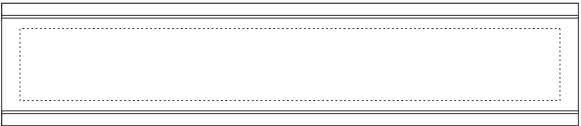
 **TOYOTA**  
09232s  
**Toyota of Clermont**  
13840 Auto Plex Lane  
Clermont, FL

Sign Item

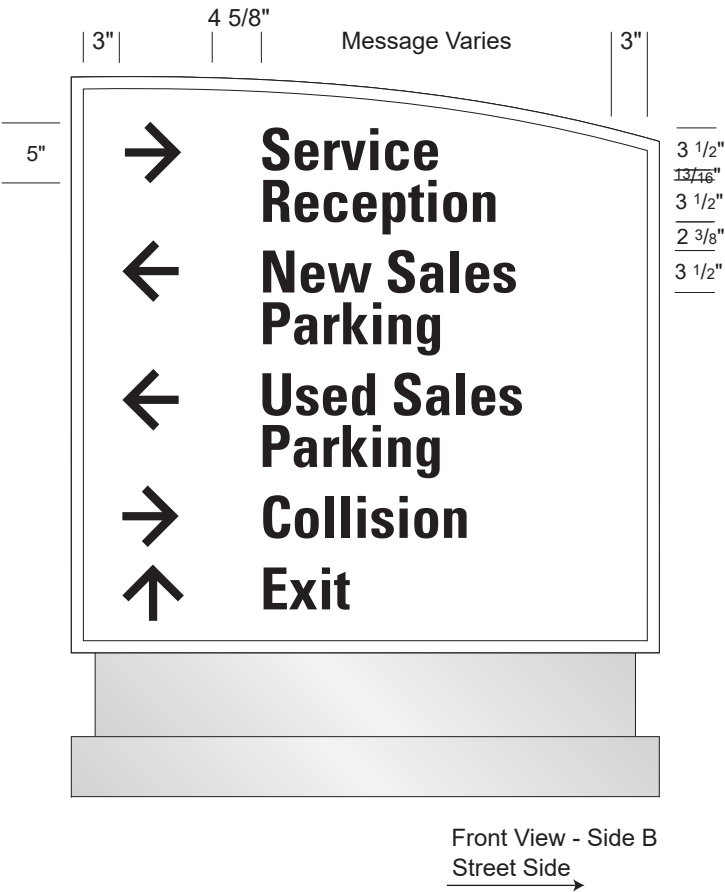
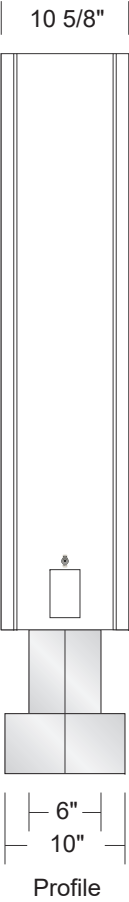
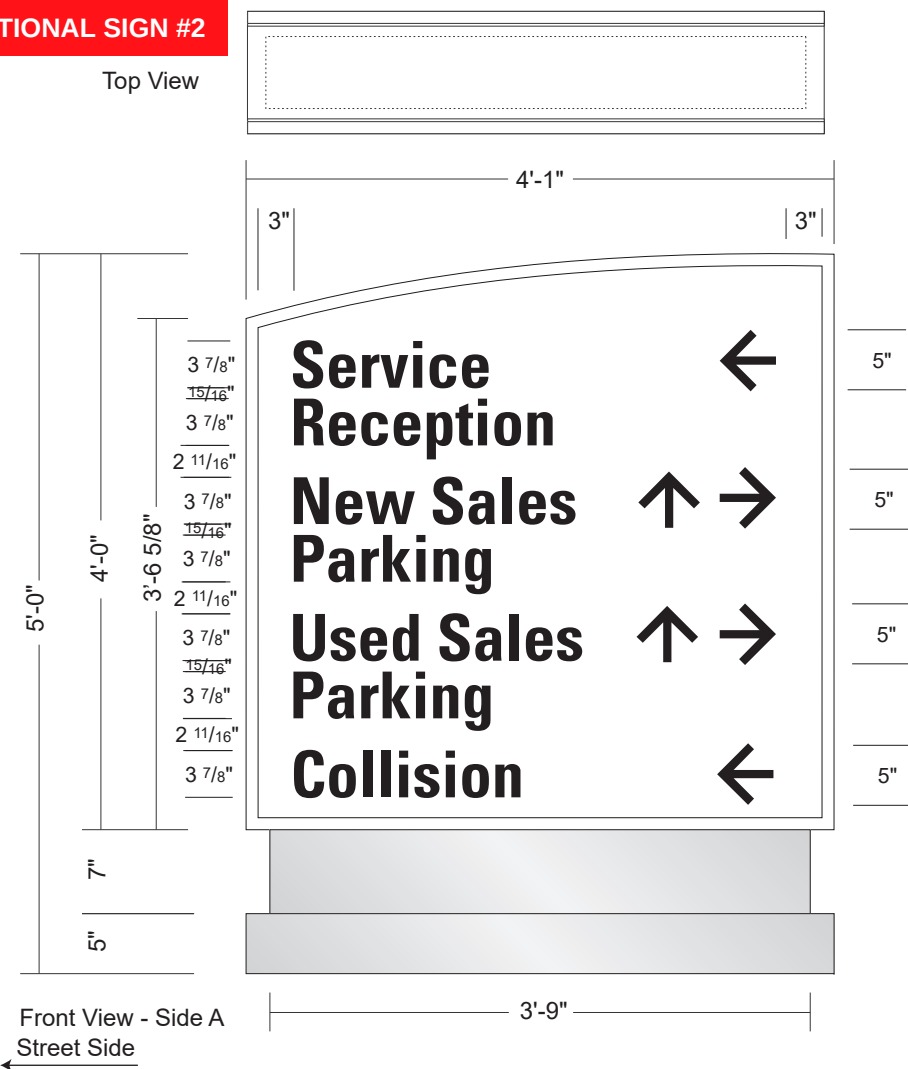


FACE - DIRECTIONAL SIGN #1

Top View



FACE - DIRECTIONAL SIGN #2



Specifications

D45-5 FACE REPLACEMENT ONLY\*  
D/F Illuminated Directional Sign

3/16" white acrylic faces  
3M 7725-22 opaque black vinyl graphics face applied

Colors

- ☐ White Acrylic
- ☒ 3M 7725-22 black

Project ID

LM2-33322

Date: JUN-24-2020  
Scale: 3/4" = 1'  
Sales: L.Milligan  
Designer: C.Sabatino

Rev. #:

Date:

Revision Note:



Conceptual

Information Required:



Master



Electrical



120V



347V



Other

Customer Approval

Signature

MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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09232  
Clermont Toyota  
16851 State Road 50  
Clermont, FL

Sign Item



**Pattison Sign Group**  
Powering Your Brand

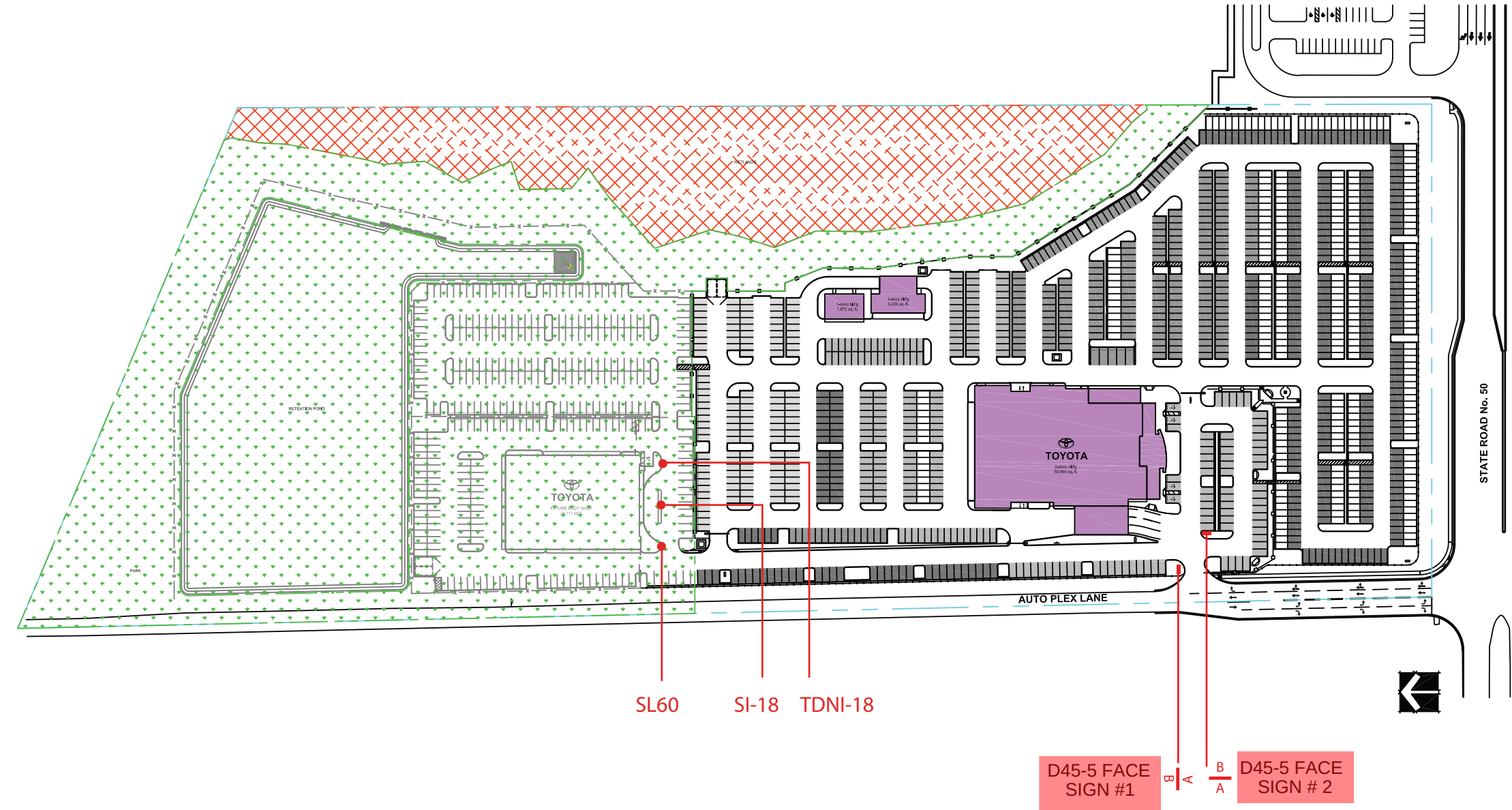
555 Ellesmere Road Toronto, Ontario, Canada M1R 4E8  
(Toll Free) 1.866.635.1110 (Fax) 1.855.759.4965  
www.pattisonsign.com



This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes.  
This includes proper grounding and bonding of the sign.



Fluorescent, Neon and HID lamps contain Mercury (HG).  
Dispose of the lamps according to Local, Provincial, State or Federal Laws.



**Project ID**  
LM2-33322

Date: MAR-23-2020  
Scale: N.T.S.  
Sales: L.Milligan  
Designer: C.Sabatino

**Rev. #: R1**  
**Date: 24-JUN-2020**

Revision Note:  
Add Directionals

☒ **Conceptual**

Information Required:

☒ **Master**

☒ **Electrical**

☐ 120V ☐ 347V  
☐ Other \_\_\_\_\_

**Customer Approval**

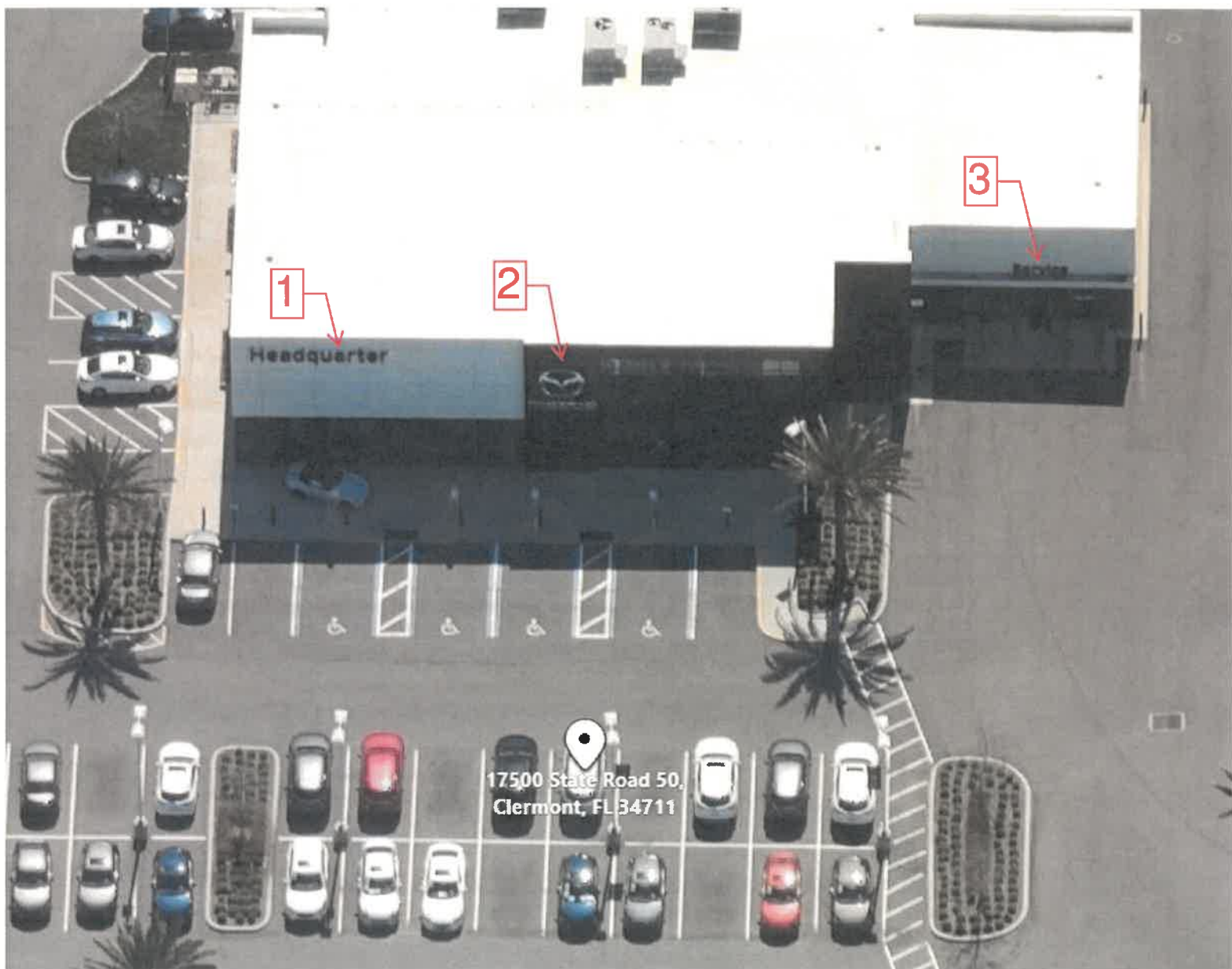
Signature \_\_\_\_\_  
MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

All rights reserved. The artwork depicted herein are copyright and are the exclusive property of Pattison Sign Group and as such cannot be reproduced in whole or in part without written permission by Pattison Sign Group.

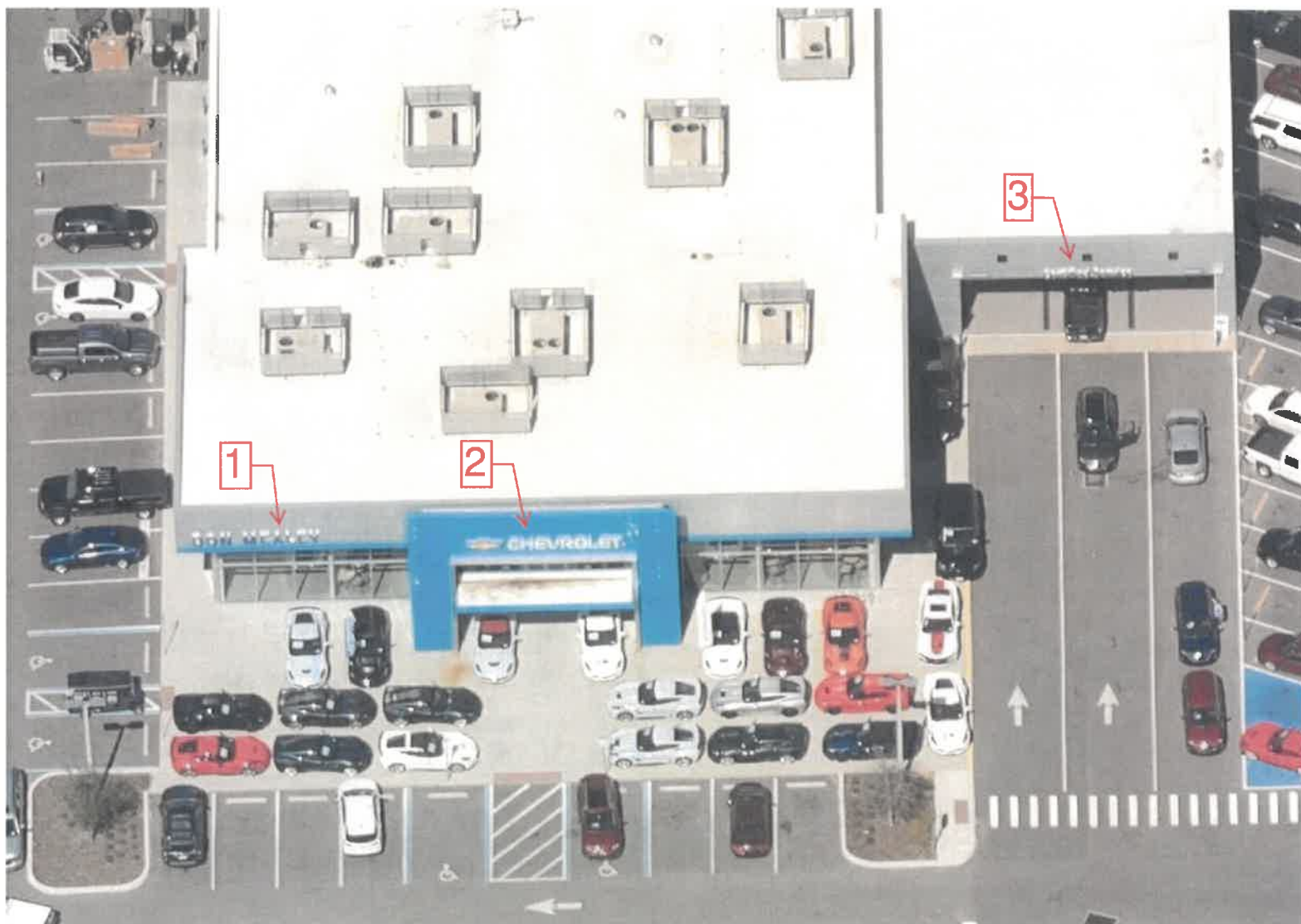
**TOYOTA**  
09232s  
Toyota of Clermont  
13840 Auto Plex Lane  
Clermont, FL

**Sign Item**













## CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

**A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.**

***APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.***

### **Notification of Public Hearing**

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time, and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

### **Conditions of Approval and Denial**

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of one (1) year.



## CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

### ***Check List***

The following information shall be provided:

- ☒          Proof of ownership (i.e. Lake County Property record card, tax receipt, or deed.)
- ☒          Legal description of the property – may be on information above.
- ☒          Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒          A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those five (5) items in mind to justify the variance request.
- ☒          Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☒          The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to [planning@clermontfl.org](mailto:planning@clermontfl.org)
- ☒          Fee: \$300.<sup>00</sup> plus advertisement for existing single-family residential.  
\$600.<sup>00</sup> plus advertisement for all others.

City of Clermont  
Development Services Department  
685 W. Montrose St.  
P.O. Box 120219  
Clermont, FL 34712-0219  
(352) 394-4083 Fax: (352) 394 3542



CITY OF CLERMONT  
**VARIANCE**  
**APPLICATION**

|                                                                                                             |  |                                                |                                             |
|-------------------------------------------------------------------------------------------------------------|--|------------------------------------------------|---------------------------------------------|
| <b>DATE</b> 09-14-20                                                                                        |  | <b>FEE:</b>                                    |                                             |
| <b>Project Name (if applicable)</b> Toyota of Clermont Collision Center - Wall Sign                         |  |                                                |                                             |
| <b>Applicant</b> Dynamic Aspects                                                                            |  |                                                |                                             |
| <b>Contact Person</b> Grace Grant                                                                           |  |                                                |                                             |
| <b>Address</b> 1490 Kastner Place, Suite 1050                                                               |  | <b>City</b> Sanford                            | <b>State</b> Florida <b>Zip</b> 32771       |
| <b>Telephone</b> 407-322-1923                                                                               |  | <b>Fax</b> 407-322-8335                        |                                             |
| <b>Email</b> graceg@dynamicaspects.net                                                                      |  |                                                |                                             |
| <b>OWNER INFORMATION</b> <input type="checkbox"/> (Check box if information is same as Applicant)           |  |                                                |                                             |
| <b>Owner's Name</b> Clermont Motor Sales, LLC                                                               |  |                                                |                                             |
| <b>Owner Address</b> 16851 State Road 50                                                                    |  | <b>City</b> Clermont                           | <b>State</b> Florida <b>Zip</b> 34711       |
| <b>Telephone</b> 352-404-7000                                                                               |  | <b>Email</b> JoyceStuckey@ToyotaofClermont.com |                                             |
| <b>PROPERTY INFORMATION</b>                                                                                 |  |                                                |                                             |
| <b>Address of Subject Property</b><br>13840 Auto Plex Lane                                                  |  | <b>City</b><br>Clermont                        | <b>State</b><br>Florida <b>Zip</b><br>34711 |
| <b>General Location</b><br>North end of site                                                                |  |                                                |                                             |
| <b>Legal Description &amp; Alternate Key (include copy of survey)</b><br>(see attached)<br>Alt Key: 1048699 |  |                                                |                                             |
| <b>Land Use (City verification required)</b> Auto Sales / Storage (2700)                                    |  |                                                |                                             |
| <b>Zoning (City verification required)</b> PUD with C-2                                                     |  |                                                |                                             |





## CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:  
102-15 Section b. - Wall Signs

What are you proposing to do that would require a variance and why?

Proposing (3) wall signs to display Toyota brand logo, name of building for identification and location city.

How does the Code create a hardship?

Nearly all automotive brands have a prototype standard which include brand name (Toyota) Dealership name or building name (Collision Center) and their city (Clermont). (3) facade signs are very typical.

**The following justifications must be completed for any variance requested:**

Variance requested – subject and code section:

### **Sec. 86-174. Review criteria and findings.**

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;  
Our proposed building is more than 1,100 lf from the main road (SR 50). We are located on the back half of a 28.32 acre parcel.
- (2) The variance will allow a reasonable used of the property, which use in not out of character with other properties in the same zoning category;  
We have included examples of similar use structures adjacent to our site which have the same (3) sign standard that we are requesting.
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;  
We are proposing to meet the standards of the Toyota Brand which is consistant with the adjacent similar use facilities which have been previously approved by the City Council.



CITY OF CLERMONT  
**VARIANCE**  
**APPLICATION**

(4) The granting of the variance is consistent with the city's comprehensive plan; and  
consistent with other approved variances on similar use projects adjacent to our site.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or  
structure or the benefits that would be achieved under the other variance criteria by the granting of  
the variance outweigh the benefits under this criteria if the variance was denied.

The approval of this variance is the minimum variance needed to achieve compliance with the  
Toyota Brand Standards.

\_\_\_\_\_  
Applicant Name (print)

Joseph A. Stivigli

Owner Name (print)

x \_\_\_\_\_

Applicant Name (signature)

x \_\_\_\_\_

Owner Name (signature)

**NOTICE**

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A  
DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE.  
APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE  
PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.**

City of Clermont  
Development Services Department  
685 W. Montrose St.  
P.O. Box 120219  
Clermont, FL 34712-0219  
(352) 394-4083 Fax: (352) 394 3542



#### **ARTICLE IV. VARIANCES**

##### **Sec. 86-171. Permitted variances; exclusions.**

*Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(Ch. 8, § 1), 11-8-94)

##### **Sec. 86-172. Application.**

##### **Sec. 86-173. Notice of public hearing.**





**Sec. 86-174. Review criteria and findings.**

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

**Sec. 86-175. Time limit for commencing construction.**

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

# Daily Commercial

## Advertising Receipt

The Daily Commercial  
PO Box 490007  
Leesburg, FL 34749-0007  
Phone: (352) 365-8200  
Fax: (352) 365-1951

CITY OF CLERMONT  
Paola Vasquez  
P.O. BOX 120219  
CLERMONT, FL 34712

**Account Number:** 7101866  
**Order Number:** 10099379  
**Phone:** (352) 241-7331  
**Date:** 10/27/20  
**Ad Taker:** liana.rickman

**Ad Classification:** LEGAL NOTICES

| Description                                                                  | Start      | End        | Total           |
|------------------------------------------------------------------------------|------------|------------|-----------------|
| LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle | 11/03/2020 | 11/03/2020 | <b>\$107.24</b> |

### LEGAL NOTICE

November 03, 2020

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following Variance: 1) to allow the number of walls signs to exceed the maximum number of signs permitted by Section 102-1.5 of the Land Development Code, at the following location:

### LOCATION

Toyota of Clermont  
13840 Autoplex Lane  
(Alternate Key - 1048699)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, November 10, 2020 at 6:30 P.M. in the Clermont City Hall, first floor Council Chambers located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe  
City Clerk, MMC

Ad No: 10099379

| Payment Info   |                 |
|----------------|-----------------|
| Ad Price       | <b>\$107.24</b> |
| Tax            | <b>\$0.00</b>   |
| Sub Total      | <b>\$107.24</b> |
| Prepaid Amount | <b>\$0.00</b>   |
| Balance Due    | <b>\$107.24</b> |



## CITY OF CLERMONT

# AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
| Variance Request<br><i>1651 2nd Street</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
| Withdrawn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| This variance request is being withdrawn. The applicant was originally seeking a front yard setback of 30 feet rather than the required 35 feet. After obtaining additional information from the applicant, it was discovered the applicant is able to utilize a city code that allows an average front setback utilizing existing "grandfathered" homes along the same street. In this case, the average street setback is less than 30 feet allowing the applicant to extend their proposed home addition into the front yard setback by 5 feet. |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                |



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                             |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                             |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                             |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                             |                                |
| Resolution No. 2020-68R<br><i>Citizen Advisory Committee</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                             |                                |
| Recommend approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                             |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                             |                                |
| <p>The purpose of the Police Department Citizen Advisory Committee is to act in an advisory capacity to bring the Police Department feedback from the community concerning public safety issues and law enforcement needs and actions. The Police Department Citizen Advisory Committee shall focus its efforts on facilitating the flow of ideas relative to police services for the continued improvement of the quality of life of the community. There shall be five (5) members of the Police Department Citizen Advisory Committee. The seats shall be numbered one (1) through five (5), shall correspond to the numbers of the seats on the City Council and shall be appointed by the council member filling that seat. To qualify as a member, the individual must be a registered elector for the City of Clermont and shall satisfactorily completed a criminal background check as determined by the City Manager. No member shall serve more than three consecutive terms. Any appointed member who does not attend a minimum of three meetings in a calendar year, without an approved absence by the Chairperson, shall be disqualified from membership on the Police Department Citizen Advisory Committee.</p> |                                                                                             |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                             |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Fund Number and Description</b>                                                          | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                             |                                |
| 1. 2020-68R (V2) - Establishing the Police Department Citizen Advisory Committtee - R&F BL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2020-68R (V2) - Establishing the Police Department Citizen Advisory Committtee - R&F BL.pdf |                                |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2020-68R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA CREATING A SPECIAL POLICE DEPARTMENT CITIZENS ADVISORY COMMITTEE; PROVIDING FOR THE PURPOSE; MEMBERSHIP; QUALIFICATIONS; STAFF ASSIGNMENT/ RESPONSIBILITIES; CONDUCT OF MEETINGS; CONFLICT AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 2-61 of the City Code, the City Council has the authority to create special committees as the Council deems in the best interest of the City of Clermont;

**WHEREAS**, a safe community is made possible by a strong, positive and trusting relationship between the community and the police department;

**WHEREAS**, the effective delivery of public safety services requires police partnering together with the citizens to ensure the safety of all its residents and those visiting; and

**WHEREAS**, the City Council has determined that it is in the best interest of the citizens of the City of Clermont, to create a special limited advisory committee to bring feedback to the Police Department from the community concerning public safety issues.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clermont, Florida that:

**SECTION 1:**

The City Council of the City of Clermont does hereby create a committee to be known and designated as the Clermont Police Department Citizens Advisory Committee subject to the following:

**1. Purpose**

The purpose of the Police Department Citizen Advisory Committee is to act in an advisory capacity to bring the Police Department feedback from the community concerning public safety issues and law enforcement needs and actions. The Police Department Citizen Advisory Committee shall focus its efforts on facilitating the flow of ideas relative to police services for the continued improvement of the quality of life of the community.

**2. Membership**

There shall be five (5) members of the Police Department Citizen Advisory Committee. The seats shall be numbered one (1) through five (5), shall correspond to the numbers of the seats on the City Council and shall be appointed by the council member filling that seat. All seats shall be coterminous positions with the corresponding council seat.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2020-68R**

3. Qualifications

To qualify as a member, the individual must be a registered elector for the City of Clermont and shall satisfactorily completed a criminal background check as determined by the City Manager. No member shall serve more than three consecutive terms. Any appointed member who does not attend a minimum of three meetings in a calendar year, without an approved absence by the Chairperson, shall be disqualified from membership on the Police Department Citizen Advisory Committee.

4. Staff Assignment/Committee Responsibilities

- a. The City's Police Chief, or his designee, shall be the lead staff for the Police Department Citizen Advisory Committee and shall update the committee on a regular basis with regard to matters related to the Committee's established purpose. The Police Chief shall designate necessary staff to provide administrative support to the Committee.
- b. In addition to such items as may be presented by the Police Department or as may be requested or assigned by the City Council, the Committee shall:
  - i. Review closed citizen complaints and completed internal investigations in the following instances:
    1. Use of deadly force
    2. Alleged use of excessive force
    3. Any instances wherein police action resulted in death or serious bodily injury
  - ii. Review established policies, procedures, rules, regulations, general or special orders pertaining to the use of force and police conduct towards the citizenry.
  - iii. Where applicable, the Police Department Citizen Advisory Committee shall provide recommendations and comments with regard to the matters presented or reviewed. The recommendations and comments shall be included in a report to be timely provided by the Chairperson, or in his or her absence, the Vice Chairperson, to the Police Chief.

5. Conduct of Meetings

Police Department Citizen Advisory Committee shall meet quarterly at a time and in a place as designated by the Police Chief or his designee. The Police Department Citizen Advisory Committee shall operate in accordance with applicable law. At its first meeting of each calendar year, the committee shall appoint a chairperson, who shall conduct the meetings and a vice chairperson who shall conduct the meetings in the absence of the chairperson. A quorum of three (3) shall be required to conduct official business of the committee.





*CITY OF CLERMONT*  
**RESOLUTION NO. 2020-68R**

**SECTION 2: CONFLICT**

All resolutions, rules, regulations, restrictions, or policies of the City of Clermont in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION 3: EFFECTIVE DATE**

This resolution shall take effect immediately upon its adoption.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2020-68R**

**DONE AND RESOLVED** by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 10<sup>th</sup> day of November 2020.

CITY OF CLERMONT

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Gail L. Ash, Mayor

ATTEST:

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Tracy Ackroyd Howe, City Clerk

Approved as to Form and Legality:

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Daniel F. Mantzaris, City Attorney



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                |                                |
| Tuesday, November 10, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                |                                |
| Ordinance No. 2020-40 <i>Introduction</i><br><i>Olympus Zoning</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                |                                |
| Olympus Sports and Entertainment is requesting a Planned Unit Development amendment to relocate uses within their approved regulating plan. Currently the approved regulating plan specifically places Multifamily uses at the north west quarter of their project. This request will allow multifamily uses to be placed at the south western portion of the project. Since the project has not started physical construction to date, updates to specific timeline dates will also be updated as part of the PUD amendment. |                                                                |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Fund Number and Description</b>                             | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                |                                |
| 1. Ord 2020-40 - Olympus PUD Amendment (11.3.2020) - DRAFT BL                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Ord 2020-40 - Olympus PUD Amendment (11.3.2020) - DRAFT BL.pdf |                                |



**CITY OF CLERMONT  
ORDINANCE NO. 2020-40**

**AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.**

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

**SECTION 1.**

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property (hereinafter referred to as the "Property"):

**LEGAL DESCRIPTION**

ALL OF TRACTS 47, 50, 51, 52, 53, 59, 60, 61, 62, AND 63, A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 48, 49, 54, 55, 58 AND 64, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND THOSE CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAYS LYING SOUTH OF TRACT 47 AND WEST OF TRACTS 52 AND 61, THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 59 - 63 AND A PORTION OF THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACT 58 AND EAST OF U.S. HIGHWAY 27, ALSO A PORTION OF SAID RIGHT OF WAY LYING SOUTH OF TRACT 64 AND WEST OF SCHOFIELD ROAD; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH AND WEST OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST.

TOGETHER WITH:

A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27 AND WEST OF SCHOFIELD ROAD.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'48"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD AND THE POINT OF BEGINNING; THENCE S00°01'04"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 931.06 FEET;



**CITY OF CLERMONT**  
**ORDINANCE NO. 2020-40**

THENCE N89°42'25"W, A DISTANCE OF 1573.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY ; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF



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N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 297.15 FEET; THENCE N44°56'39"E, A DISTANCE OF 56.40 FEET; THENCE N00°13'39"W, A DISTANCE OF 433.99 FEET TO THE SOUTH RIGHT OF WAY LINE SCHOFIELD ROAD; THENCE RUN EASTERLY AND SOUTHERLY ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: THENCE N89°30'42"E, A DISTANCE OF 1304.07 FEET; THENCE S50°10'00"E, A DISTANCE OF 102.97 FEET; THENCE S00°23'52"W, A DISTANCE OF 2510.57 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10,612,604 SQUARE FEET OR 243.63 ACRES MORE OR LESS.

**LOCATION**

1.5 miles south of the Lake Louisa Road and US Highway 27 intersection East of US Highway 27 and West of Schofield Road

**From: Urban Transition (UT)**  
**To: Planned Unit Development (PUD)**

**SECTION 2.**

The exhibits below are contained in this Planned Unit Development Ordinance and shall be referenced throughout the document and the life of the Planned Unit Development.

- Exhibit 1: Olympus Planned Unit Development Regulating Plan
- Exhibit 2: Olympus Sports and Entertainment Planned Unit Development Site Plan
- Exhibit 3: Olympus Planned Unit Development Standards
- Exhibit 4: Olympus Equivalency-Trip Conversion Matrix
- Exhibit 5: Olympus Grading Plan
- Exhibit 6: Olympus Flag and Banner Locations
- Exhibit 7: Olympus Right-of-Way Cross Section
- Exhibit 8: Olympus Trail Network
- Exhibit 9: Olympus Transportation Impact Study/Proportionate Share

**SECTION 3: GENERAL CONDITIONS**

The Planned Unit Development approved herein shall allow for residential, commercial, office, sports & performance venues, open space and civic uses on the Property subject to the following conditions:





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1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Olympus Sports and Entertainment (OSE) Planned Unit Development Site Plan, prepared by GGI-Tapestry LLC, and incorporated herein and made a part hereof as Exhibit 2. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. For purposes herein, the term “Developer” shall include the applicant at the time that this Ordinance is approved and any successor party in interest, including but not limited to a Community Development District created as provided by law and governing the entire project and any transferee, successor or assignee of any of the Property that is the subject of this Ordinance.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City’s fiber optic network. The City will reimburse the developer at 100 percent for all documented and actual costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City’s Information Technology Director or authorized designee will make this determination.
6. Easements shall be provided to the City at no expense to the City authorizing the City’s unrestricted access to any existing and proposed utilities that the City will own and maintain.
7. For purposes of this Ordinance, the following activities shall not be regulated as Development, unless otherwise specifically noted herein:
  - a) The division of land into parcels where no new street is involved.
  - b) A transfer of title to land not involving the division of land into parcels.
  - c) The creation or termination of easements concerning use of land, or other rights, except that no easement required by this Ordinance or any plat or dedicated to the City may be terminated without the approval of the City Council.
  - d) The recording of any documents or plats expressly for the purposes of reference or attachment to a publicly recorded document, when such recording does not result in subdivision of land into parcels. Such recording may include, but is not limited to, documents such as master deeds or covenants, or plats for mortgage or Community



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- Development District filing purposes only.
- e) Subdivision of land into parcels less than 5,000 square feet exclusively for the provision of public utilities, such as pump stations.
  - f) Under-brushing, or bush-hogging that does not involve removal of trees that require a permit for removal.
8. Any development condition or land use entitlement approved for and related to the Property prior to the adoption of this Ordinance and not revised, amended, changed or repealed herein, including any required Traffic Impact Analysis, Florida Department of Transportation or County driveway permits, Wetland Permits, Utility permits, School Board concurrency agreement or St. Johns River Water Management District drainage permits shall remain in full force and effect and applicable to the Property, provided the permit or approval does not expire and otherwise remains valid. If significant changes requiring Major Modification or Planned Unit Development rezoning are made to the proposed development hereunder, associated studies, agreements and surveys required as part of the City standard development process shall be performed or re-certified. If the prior development permits, agreement or approval expire, are revoked (e.g., for failure to comply with time limits or the terms and conditions), or otherwise become invalid, any subsequent development of the site shall be subject to the procedures and standards of the City and this Ordinance.

**SECTION 4: LAND USES AND CONDITIONS**

- 1. The Olympus Planned Unit Development gross development density & intensity will not exceed the Comprehensive Plan maximum of 12 dwelling units/acre residential and .25 Floor Area Ratio non-residential (gross acreage). To ensure cumulative compliance with this condition, the applicant/developer shall provide a table with the current and proposed total cumulative number of residential units, Floor Area Ratio, and Impervious Surface Ratio (ISR) for each phase of development or each site plan review. The Olympus Planned Unit Development Regulating Plan, attached hereto and incorporated herein as Exhibit 1, dated 11-12-2018, shall govern the land uses and location within the project.
- 2. The current use of the property is agriculture and may continue this use until clearing or grading for development occurs.
- 3. The Olympus Sports and Entertainment Planned Unit Development Site Plan, Exhibit 2 and Olympus Planned Unit Development - Development Standards, dated November 19, 2018 incorporated herein and made a part hereof as Exhibit 3, shall govern the dimensional requirements, buffering, architectural styles, landscaping, lighting, parking, open space, and other vertical and horizontal improvements for the project. Additional functional or performative open space may be created by detailed Site & Building envelope design as an unregulated substantial change to the Site and Development standards may be possible, with City Manager, or designee approval.
- 4. The City shall have the right to install public purpose signage on or in conjunction with the pedestrian bridge over US Highway 27.



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5. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code. Olympus may plat the residential tracts in accordance with the Regulating Plan (Exhibit 2) in order to maintain its concurrency reservation certificate #LCS APF19-2018 issued by Lake County School Board on Friday, October 12, 2018. Said Concurrency Reservation Certificate and Cover Letter stipulate a one (1) year period to enter into a Developer Agreement or Planned Unit Development adoption by ordinance with the City of Clermont. Furthermore, the same School Board Certificate and Cover Letter stipulate two (2) six month extensions to secure plat approval.
6. To facilitate the City's ability to provide fire protection for this development and future developments of the surrounding area, the Developer agrees to convey a parcel to the CITY for a fire station site, in a location to be agreed upon by the City (the "Fire Station Site"). The Fire Station Site shall be dedicated to the City, as approved and accepted by the City when a surveyed legal description for the final location thereof is available but no later than one (1) year from the date of the approval hereof. The site shall be of sufficient size to accommodate a 10,000 square foot station. The Fire Station Site shall be provided with access to a public road at connection and access points acceptable to the City; sufficient capacity for offsite storm and ground water retention, water and sewer lines stubbed out to the site and any necessary fill material to ensure the Fire Station Site is at grade and level. The City shall notify the Developer in writing one (1) year prior to the date that it intends to start construction of the contemplated fire station on the site, whereupon the Developer and the City shall coordinate the timely completion of the access, grading and stub-outs. Upon dedication of the real property for the Fire Station Site, the Developer shall be entitled to fire impact fee credits in the per acre fair market value of the dedicated property that is consistent with the per acre purchase price paid by the Developer for property that is the subject hereof. For purposes herein, the Developer shall provide to the City such reasonable verification as to the actual purchase price for the subject 243 +/- acres and the parties shall enter into a fire impact fee credit agreement consistent herewith.
7. The project may have elevations changes as shown on the Grading Plan incorporated and made a part hereof as Exhibit 5.



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8. Any applicant for development of any portion of the Property may submit an application for multiple approvals as may be required under the City Code and request that such multiple applications be processed concurrently; however, such concurrent processing shall meet all applicable procedural and advertising requirements and shall proceed at the applicant's own risk, and shall have no implication in regard to the approval of any of the various approvals requested.
9. The City Manager or his designee shall have the authority, but not the obligation, to authorize modification of up to 10% from any numerical standard set forth in this Ordinance or, when applicable, City Code. Provided, however that the authority granted herein shall not apply to any land use regulation, cut and fill, or height standard.
10. Straight or angular lot and block patterns may be used in lieu of curvilinear.
11. Sporting events located within defined venues & operational programming of outdoor Planned Unit Development activity spaces for event related vendors, displays, concessions, performance, processions or cheer zone activities shall be permitted and shall be considered routine and customary activities in the following defined Planned Unit Development site zones:

West Lake  
Champions Plaza  
Olympus Village

Lakeside Amphitheater  
Trail System  
Olympus Village Plazas

East Lake  
Stadium Promenade  
Athlete Center Plaza

All such events shall be subject to the City's Special Event Permitting and review process.

**SECTION 5: LANDSCAPING, BUFFERING, AND SCREENING**

1. Landscape Buffers shall not be required in any area internal to the Planned Unit Development boundary. Required landscape or buffers along the perimeter of the Planned Unit Development boundary shall be met by a combination of street trees and planting within the right-of-way of any adjacent easement of perimeter roads.
2. Perimeter landscape buffers adjacent to the Planned Unit Development boundary shall occur to the extent that building placement and frontage in accordance with Exhibit 2, does not allow for the placement of perimeter landscape buffers such perimeter landscape requirements shall not be required.
3. Two (2) Vehicle Use Areas (VUA) landscape areas shall exist parallel to parking isles and at perimeter locations and the termination of parking isles. No internal parking islands for landscape or gaps in parking isles are required. Perimeter landscape buffer areas may, subject to applicable public safety standards, utilize public right-of-way areas for planting landscape buffers.
4. Landscape island width shall be a minimum of nine (9) feet.



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5. Dumpsters or trash receptacles located in sub-surface vaults in such a manner as the dumpster or receptacle is substantially screened from public view, shall not require screening.
6. Fencing shall be measured for height at the base of the fence if co-located with a wall or terrace. Security or equipment enclosures internal to the Planned Unit Development may utilize fence height to 10' to screen equipment.
7. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

**SECTION 6: ENVIRONMENTAL**

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Grading shall be completed in accordance with the approved grading plan for the project set forth in Exhibit 5. Terraces constructed within the boundary of the Planned Unit Development shall include edge protection elements as required by applicable codes but shall not be required to include a five (5) foot landscape buffer along the terrace boundary.

**SECTION 7: ENVIRONMENTAL SERVICES**

1. The developer shall connect to the existing City potable water, sanitary sewer and reclaimed water (when available) systems at connection point or points approved by the City.
2. The route of any off-site utility lines shall be according to engineering plans produced by the Developer and approved by the City.
3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
4. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
5. Any existing dedicated City of Clermont utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the



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Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.

6. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
7. The City may require a looped system to provide reliability and redundancy to the property.
8. The project shall be plumbed for reuse water with purple piping to irrigate all uses.
9. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
10. Drainage/Stormwater Management: The Developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. A lawfully created Community Development District or other entity acceptable to the City, shall be responsible for maintenance of all private stormwater ponds and drainage systems and improvements. Unless otherwise provided in the approved plans or plat for the Project, or in a separate agreement approved by the City, all such improvements located on the private property, including, streets, roads and bike or pedestrian paths, shall be maintained by the Community Development District or other entity acceptable to the City.
11. 10' utility lateral line easements may be used in lieu of 15' in order to accommodate standard 10' building separation.
12. Lift station access may utilize 20' easement over access ways to connect to public dedicated road.
13. Bulkheads, walls, or non-turf vegetation slope stabilization may be used for stormwater retention side slopes.
14. To the extent that any water, sewer or reclaimed improvements provide capacity additional to that is required to serve the Project, the Developer reserves its rights, pursuant to Section 2-267 – Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the Developer and the City may replace or supersede the conditions contained in this Planned Unit Development.

**SECTION 8: TRANSPORTATION IMPROVEMENTS/ACCESS MANAGEMENT**

1. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements, including but not limited to, a





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traffic/transportation impact study reviewed and approved by Lake-Sumter Metropolitan Planning Organization. The Developer shall timely complete all required mitigation and other improvements as may be applicable.

2. The Developer shall enter into a Transportation Impact Fee Credit agreement with Lake County and the City of Clermont by May 15, 2020, which should be based upon Exhibit 9 - Olympus Transportation Impact Study/Proportionate Share, subject to final approval by FDOT, Lake County and the Lake-Sumter MPO. The Agreement shall require the Developer to fund improvements for Conserv right-of-way, design and permitting of roadways and/or construction of roadways for Transportation impact fee credits based upon the following priorities:
  - i. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Wellness Way;
  - ii. Design and permitting of Wellness Way from US 27 to the Orange County line as a four lane roadway;
  - iii. Construction of Wellness Way from Hancock Road to the Orange County line as the first two lanes of the ultimate four lane roadway;
  - iv. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Hancock Road;
  - v. Design and permitting of Hancock Road from Wellness Way to the northern boundary of the Conserv property as a four lane roadway;
  - vi. Construction of Hancock Road from Wellness Way to the entrance of the Fuqua project south of Hartwood Marsh Road as the first 2-lanes of the ultimate 4-lane roadway;
  - vii. Construction of the 3rd and 4th lanes of Wellness Way from US 27 to the Hancock/Schofield intersection;
3. The Developer will be responsible for their proportionate share of traffic signals, when warranted, at the time of construction for intersections that serve the project, including Wellness Way. The proportionate share shall be based upon the actual cost of traffic signals at the time they are constructed.
4. The Community Development District shall be responsible to maintain all landscaping, hardscaping, traffic control devices, and stormwater conveyance systems on all private streets and the planned Olympus Blvd. For purposes herein, the Community Development District and the City shall enter into a separate Interlocal Agreement.
5. Private drive isles, private access ways, private easements for vehicular use shall not be required to be platted or re-platted.
6. For intersections on private streets, angled right-of-way lines in lieu of 25' radius may be used to accommodate fencing and building walls.
7. Curb radii internal to development for streets or access ways may utilize a 10' curb radii to promote traffic calming and pedestrian intersection and crossing safety.



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8. Street dimensions may be used in accordance with the Planned Unit Development Exhibit 7 Right-of-Way Street Cross Section for street sections for private “local” street types internal to the development, provided however final engineering plans are reviewed and approved by the City.
9. Sidewalks/Streets:
  - a. The Developer may permit skateboards, electric scooters, electric skate boards, Segway’s on any private street, sidewalk, vehicular use area, parking lot or space open to the general public within the boundary of the Planned Unit Development.
  - b. The Developer may allow the selling of goods and services within the designated Planned Unit Development parks, squares, streets, sidewalks, promenades, plazas without additional permit so long as the activities do not diminish the public utility, security and accessibility of the space and are located on private property or common areas controlled and maintained by the Developer or assign(s). Property owners and commercial tenancy may be allowed to provide “gifts to the street” as a decorative embellishment in proximity to the commercial establishments. Provided however, nothing herein shall be construed to authorize the sale of good or services or the placement of a “gift to the street” or any other item on or about Olympus Boulevard or Epic Boulevard.
  - c. Within the boundary of the Planned Unit Development on private streets, circulation ways, access ways use of any type of vehicle, electric carts, trams, “Neighborhood Electric Vehicles” (NEV) regardless of vehicle registration, may be permitted by the Developer.
  - d. Context sensitive street design standards/solutions as published by AASHTO & ITE shall be utilized for private streets and right-of-way within the boundary of the Planned Unit Development where the design speed is 30 mph or under and City referenced Florida Department of Transportation highway standards and specifications do not align with low speed street design.
10. Parking:
  - a. Parking spaces may be reduced to 9’ x 18’ providing 162 square feet.
  - b. The Planned Unit Development may be developed using shared parking methodology, as determined by the Developer and reviewed and approved by the Site Review Committee.
  - c. Oversized parking spaces within the Planned Unit Development may be provided by a single designated area and not allocated for all lots in excess of 100 spaces. Parking Garages shall not be required to provide oversized spaces internal to the garage footprint. Neighborhood Electric Vehicles parking spaces may be provided



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in lieu of compact spaces where Developer operations provides assigned Neighborhood Electric Vehicles to event patrons, visitors, staff, security, facilities maintenance or production personnel. Convertible Neighborhood Electric Vehicles to standard parking spaces may be utilized for management of parking capacity for all site vehicles.

- d. On street loading zones utilizing parking restricted spaces during loading hours may be utilized Planned Unit Development private, streets, right-of-way and access ways in addition to dedicated permanent off-street loading spaces without regard to ratio based on the most local need for loading activity. Off-street Loading zone spaces shall be 10' x 25' minimum to 10' x 55' maximum.
11. The project development program can be modified based on the Olympus Sports & Entertainment Planned Unit Development Equivalency-Trip Conversion Matrix contained in Exhibit 4. Any change in the development program mix will require the converting of average daily trips between land uses based on the matrix. The matrix is designed to equate land uses based on equivalent traffic impacts such that use of the matrix should not impact the overall traffic impact of the project. The following are limitations on the use of the trip conversion matrix in Exhibit 4, without amending the Planned Unit Development:
    - a. Residential uses can only be increased by 225 multi-family and 100 single-family units, with a maximum of 1,413 residential units. No additional conversion to residential uses is allowed. The project may utilize the affordable housing density bonus, as contained in the Land Development Code, Section 122-358, as a way for increased density on any single development site.
    - b. Up to 50% of each of the General Office, Medical Office, and Recreational Community Center land use categories may be converted. These three uses may only be converted to one of the other two uses in these employment categories.
    - c. Any matrix conversions shall be documented in the annual report.
  12. Street lighting shall be included for all Planned Unit Development internal roadways and along Wellness Way and Olympus Boulevard adjacent to the project. The Developer shall coordinate with the power utility provider for the installation and placement. The Developer shall be responsible for the cost of installation.
  13. The Developer shall coordinate with the City, Lake County, and any other State Agencies in the placement and designing of a multi-purpose trail along the project's boundary as shown in Exhibit 8 Olympus Trail Network.
  14. Prior to the first Certificate of Occupancy in Phase 2, the Developer shall provide the City a Mobility Plan which documents the commitments being made to increase internal capture. Such commitments could include, but are not limited to Neighborhood Electric Vehicle programs, internal and external shuttle programs, and other related vehicular reduction/internal capture strategies.



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**SECTION 9: SIGNS**

1. Developer shall prepare an overall master signage plan for City approval. Such application and approval shall supersede Chapter 102 where applicable. The project shall be subject to the City Code until the Developer receives approval from the City Council for an overall master signage plan.
2. Street light pole banners are permitted with no more than two per pole. The perimeter road network will be limited to every other pole for flag use. Internal roads may have flags as needed. The banners shall be associated with current events or activities within the Planned Unit Development boundary and in no event shall be used to advertise or promote any specific business. Flags may be placed at designated areas, as indicated on Exhibit 6 attached hereto and incorporated herein.
3. The Urban Special Purpose District may incorporate video display monitors outdoors but within building envelopes, courtyards, and internal promenades (OEZ-1) which are oriented to the pre-event attendees & post event attendees and not visible to the general public. Event based Video Display application shall not be regulated as “signage” under the City Ordinance and shall not be regulated as “signage” under the Olympus Sports and Entertainment Planned Unit Development Signage Master Plan. Video Display placement may vary with event scale and may also include non-permanent interview & broadcast platforms. Mobile broadcast & video production equipment may also incorporate display monitors that serve the temporary event function.

**SECTION 10: ALCOHOL BEVERAGE ESTABLISHMENTS**

The restrictions set forth in 6-1 of the City Code as may be amended, shall not be applicable to the Planned Unit Development.

**SECTION 11: SCHOOL CONCURRENCY**

School concurrency shall be met before any residential final plat or residential site plan approval in accordance with the Comprehensive Plan and Land Development Code.

**SECTION 12: CONCURRENCY MANAGEMENT REQUIREMENTS**

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.

**SECTION 13: DEVELOPMENT REVIEW AND APPROVAL**

1. Prior to the issuance of permits, the Developer may be required to submit a Preliminary Plat, Construction Plans, and Final Plat generally consistent with Exhibit 2 for review and approval in accordance with the Comprehensive Plan and Land Development Code, as amended.



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2. Expiration of applicable incremental development orders or project development agreement shall not occur prior to the expiration of the Planned Unit Development which shall not be less than five (5) years after the planned last phase of the development program.

**SECTION 14: FUTURE AMENDMENTS TO STATUTE(S), CODE(S), PLAN(S), AND/OR REGULATION(S)**

The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City Comprehensive Plan, and City Land Development Code shall include any future amendments to the statutes, code, plans, and/or regulations.

**SECTION 15: ADDITIONAL CONDITIONS**

1. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Planned Unit Development. Any other proposed use must be specifically authorized by the Clermont City Council.
2. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Clermont Code of Ordinances, as amended, and obtaining the permits required from the other appropriate governmental agencies.
3. This Planned Unit Development shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
4. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.
5. The transfer of ownership or lease of any or all of the property described in this Planned Unit Development shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made aware of the conditions established by this Planned Unit Development and agrees to be bound by these conditions. This Ordinance shall at the expense of the Developer be immediately recorded in the Public Records of Lake County and shall as a matter of record and legal purposes run with and govern the future development of the Property. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.
6. An annual report documenting the construction of entities and their phase along with assignment of rights shall be submitted to the City for review and approval no later than May 15<sup>th</sup> for the prior calendar year. The report shall also include a running total of constructed square footage. The report shall be prepared at the cost of the Developer and



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the sole responsibility of the Developer, or assigned designee.

7. This Ordinance shall be rendered null and void if substantial construction, such as site infrastructure, as determined by the City, has not commenced within two years of its effective date.
8. The following waivers were not approved as indicated in Exhibit 3: Olympus Planned Unit

**Development Standards.**

- a. Building height measured using stories will use City standard for measuring.
- b. Laser lighting will use City standard until a Master Sign Plan has been reviewed and approved by City Council.
- c. Maximum area of signs will use City standard until a Master Sign Plan has been reviewed and approved by City Council.
- d. Telecommunication towers will be limited to 140 feet.
- e. Special events and Temporary uses will use City standard until the applicant produces an event type and specific procedural guidelines for Public Safety/City Manager review and approval.
- f. All indoor and Outdoor Entertainment will use City standard until the applicant produces an event type and specific procedural guidelines for Public Safety/City Manager review and approval.
- g. Industrial use/Waste related services will use City standard.
- h. Architectural standards will use City standards until Architectural Plans have been reviewed and approved by City Council.
- i. Definitions specific for Olympus Sports and Entertainment will use City standard until further clarified by the applicant.

**SECTION 16: CONFLICT**

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

**SECTION 17: SEVERABILITY**

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

**SECTION 18: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.





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**SECTION 19: RECORDING**

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

**SECTION 20: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

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**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 8<sup>th</sup> day of December, 2020.

CITY OF CLERMONT

\_\_\_\_\_  
Mayor, City of Clermont

ATTEST:

\_\_\_\_\_  
Tracy Ackroyd Howe, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Daniel F. Mantzaris, City Attorney