

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
SEPTEMBER 11, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

This portion of the meeting recognizes individuals, groups, or institutions publicly, as well as those receiving a proclamation, or declaring a day or event.

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which typically begins with Item No. 8.

The City's Boards and Commissions hold Public Hearings prior to some Council agenda items appearing on the Council's Meeting Agenda. Persons who wish to address the Council should provide new information that is pertinent to the issue before them.

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents: Service, Rank, and Authority Growth and Diversity A Friendly and Safe Community A Positive, Upward Movement and Commitment to Excellence!

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities Grow the Local Economy
- Strong Neighborhoods
- Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
BLOOMINGTON CENTER FOR PERFORMING ARTS (BCPA) AUDITORIUM
600 N EAST STREET, BLOOMINGTON, IL 61701
MONDAY, SEPTEMBER 11, 2023, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Recognition of a Board and Commission Appointment and Reappointments, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.
7. Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.

 - A. Consideration and Action to Approve Bills and Payroll in the Amount of \$7,263,291.16, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
 - B. Consideration and Action on the Purchase of a Digital Video Scoreboard from NEVCO for the Bloomington Ice Center, in the Amount to \$81,219, as requested by the Parks & Recreation Department. (*Recommended Motion: The proposed Purchase be approved.*)
 - C. Consideration and Action to Approve the Purchase of Three Mowers from MTI Distributing/Toro, in the Amount of \$60,568.30, as requested by the Parks & Recreation Department. (*Recommended Motion: The proposed Purchase be approved.*)
 - D. Consideration and Action on the Purchase of HP Elite Mini Desktops, Monitors, Docks, and HP Elitebooks through HP, Inc., in the Amount of \$114,564.40, as

requested by the Information Technology Department. *(Recommended Motion: That the Purchase be approved.)*

- E. Consideration and Action to Approve a Contract with SiteMed Fire to Provide Occupational Safety and Health Administration (OSHA) Required Medical Surveillance and Physical Evaluation, in the Amount Not to Exceed \$55,870, as requested by the Human Resources Department and the Fire Department. *(Recommended Motion: The proposed Contract be approved.)*
- F. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, to Increase the Community Development Block Grant (CDBG) budget by \$233,891, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- G. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the Property Located at 1004 Durham Drive, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, to increase reserve expenditures by \$100,000 for a City RAISE Grant match to the McLean County Regional Planning Commission, to be paid / through the Illinois Department of Transportation (IDOT), as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change of Ownership and DBA Change for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The Application be approved.)*
- J. Consideration and Action on an Application from MBD Bros, LLC, d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., Requesting Approval of a Change of Ownership for their Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The Application be approved.)*

8. Regular Agenda

- A. Consideration and Action on an Ordinance Approving the Sixth Amendment to the Contract Between the City of Bloomington and Tim Gleason, as requested by City Council and Mayor Mboka Mwilambwe. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Mboka Mwilambwe, Mayor, 5 minutes; and City Council Discussion, 5 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of a Board and Commission Appointment and Reappointments , as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointment and reappointments are representative of City Council's approval from the August 28, 2023 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Recognition of Appointment & Reappointments](#)



Appointment

Dallas Long: Cultural Commission



Reappointments

Building Board of Appeals:

- **Mark Holderby**

Cultural Commission:

- **Jeffrey Pitzer**
- **Shweta Shukla**



Reappointments

Planning Commission:

- **Mark Muehleck**
- **Justin Boyd**

Property Maintenance Review Board:

- **Kate Brunk**



Reappointments

Zoning Board of Appeals:

- **Victoria Harris**
- **Michael Straza**



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$7,263,291.16, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at <https://www.cityblm.org/bills>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,263,291.16 (Payroll total \$2,938,086.14, Accounts Payable total \$4,091,041.97, and Bank Transfers total \$234,163.05).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Sheryl McDaniel, Accountant

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/25/2023	\$ 2,386,795.56	\$ 551,357.53	\$ 2,938,153.09

8/25/2023	\$ (58.50)	\$ (8.45)	\$ (66.95)
Off Cycle Adjustments			

PAYROLL TOTAL \$ 2,938,086.14

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range
9/11/2023	AP General	\$ 3,840,526.50	\$0.00
9/11/2023	AP JMScott	\$ -	
9/11/2023	AP Comm Devel	\$ 5,635.84	
9/11/2023	AP IHDA	\$ -	
9/11/2023	AP Library	\$ 97,650.27	
9/11/2023	AP MFT	\$ 2,952.04	
8/24/23-8/31/23	Out of Cycle	\$ 144,277.32	
7/14/23-8/31/23	AP Bank Transfers	\$ 234,163.05	
	AP TOTAL	\$ 4,325,205.02	
			PCARD TOTAL \$0.00

GRAND TOTAL \$ 7,263,291.16

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of a Digital Video Scoreboard from NEVCO for the Bloomington Ice Center, in the Amount to \$81,219, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Bloomington Ice Center is the premier Ice Rink in downstate Illinois. Along with Grossinger Motors Arena, it is the home of the Illinois State University Men's and Women's Hockey Clubs, Bloomington Youth Hockey, Central Illinois Girls Hockey, Central Illinois Special Hockey, Central Illinois Figure Skating, McLean County Youth Hockey, and all of Bloomington Parks and Recreation's Learn to Skate, Learn to Play Hockey and the SOAR ice programs. In addition, the facility partners with the Arena in hosting the Illinois High School Association (IHSA) Cheerleading and Dance State Championships.

The facility is currently in its 17th year of operation and on average is open over 360 days a year. The majority of those days it is being operated between 15 - 18 hours a day.

The current two scoreboards are original to the building and have been in constant use throughout the facilities' years of operation. Ten years is the typical standard warranty on parts on scoreboards. In recent years, there has been an uptick in maintenance, repairs, and parts ordered and, due to dated technology, there are some issues we encounter that can no longer be repaired. In order to maintain the high standards our community and customers expect, we need to provide the proper equipment for their expectations. The current scoreboards have exceeded their useful life and are no longer reliable and need to be replaced. The addition of the full-color LED Video allows us to provide a more enhanced customer experience as well as potentially add a revenue source through marketing and sponsorships.

Staff requests to obtain the NEVCO Scoreboard system that includes a full-color LED Video and a Hockey LED Scoreboard utilizing Sourcewell Cooperative Purchasing Agreement #0302223-NVC, exp. 5/25/2027, for this purchase.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: NEVCO

FINANCIAL IMPACT: If approved, the City will purchase a Digital Video Scoreboard from Nevco in the amount of \$81,219 utilizing the Sourcewell Cooperative Purchasing Agreement Contract #030223-NVC, exp 5/25/2027. The Digital Video Scoreboard included in FY 2024 Budget under the Bloomington Ice Center-Capital Outlay Machinery & Equipment account (10014160-72140). This item was budgeted at \$100,000. Stakeholders can locate this in the FY 2024 Budget Books titled "Budget Overview & General Fund" on page 219 and "Other Funds & Capital Improvement" on page 94.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.4 (Focus resources on maintain and developing facilities that support the goal of contiguous and compact growth that leverage existing communities facilities such as fire stations, parks and schools)

Respectfully submitted for consideration.

Prepared by: Katie Taylor, Office Manager

ATTACHMENTS:

[P&R 1B Quote](#)

[P&R 1C Sourcewell Contract](#)



Account Name	City of Bloomington	Created Date	6/20/2023
Quote Number	[REDACTED]	Expiration Date	7/31/2023
Contact Name	Michael Hernbrott	Prepared By	Tyler Klostermann
Title	Manager	Title	Display and Scoring Consultant
Phone	(309) 434-2489	Phone	(618) 659-7516
Email Address	mhernbrott@cityblm.org	Email Address	tklostermann@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D
1.00		Full Color LED Video -7.92'H x 11.81'W 6mm (360x600)	
1.00		Custom Non-Illuminated Sign 2'H x 11.81'W	
1.00		Custom Non-Illuminated Sign 2'H x 11.81'W	
1.00	4750-RL	Hockey LED Scoreboard with Amber/Red Digits	8'x5'11"x8"
2.00	ADI 8-2	Non-illuminated Indoor Sign	8'x2'
1.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)	0.9'x0.8'x4"
1.00	MPCW-7 Indoor Rec	Receiver MPCW-7 (Wireless) for indoor scoreboards	
1.00	MPCW-6 Indoor Rec-Coax	Receiver MPCW-6 (Wireless) for indoor scoreboards-coax	
1.00	MPCW Case	MPC/ MPCW Control Carrying Case	1.7'x1.1'x8"
2.00	802-0304 - MPCX2 (Hockey)	Wireless Handheld Control	0.3'x0.5'x0.1'
1.00	MPCX2 Rec - Indoor x7xx	On-board Wireless Receiver Kit	
1.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"
325.00	009-0200	CAT5E Internet Cable - Indoor (Per Foot) - Max of 325'	
325.00	009-0200	CAT5E Internet Cable - Indoor (Per Foot) - Max of 325'	
1.00		Nevco Creative Services 20 Hours Graphic Credit	
1.00		DISPLAY DIRECTOR LAPTOP & SOFTWARE	

Ttl Shipping Wt (lbs)	335	Total	USD 81,219.00
County	Mclean		

Due to supply chain issues resulting from the pandemic, freight pricing and anticipated schedule for delivery along with performance of services are subject to change.

Additional Notes

Included:

- Freight
- Installation
- 10 Year Full Parts Warranty
- 20 Hours of Custom Graphics
- Spare Parts Package
- Free Software Upgrades for Life of Product
- On-site Training

Quote Number

Visit Our Website

www.nevco.com

NEVCO

QUOTATION

Not Included:

- Primary Power
- Conduit pathway for cabling
- Taxes, if applicable

Nevco Sourcewell Contract #030223-NVC

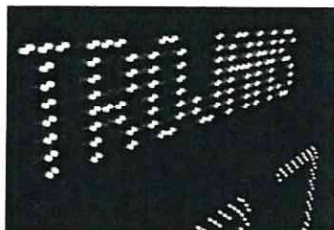
Customers who purchased items in this quote also purchased the following:

Stadium Pro Sound Series



- Stadium Pro 1000 series and Stadium Pro 2000 series available
- Custom designed for the athletic market to provide complete coverage
- Single-point sound source system located at scoreboard
- Speakers and subwoofers will deliver clear, intelligible voice and concert quality music at high decibel levels throughout your facility
- 5 Year Warranty on loudspeakers and custom designed speaker cabinet

Electronic Team Names (ETN)



- Customize the team names
- Easily changed from game to game
- Program team names using the console control
- Bright, long-lasting, energy-efficient LED
- Perfect for Multi-team Complexes or facilities that host Tournaments
- Available on most models

Message Centers



- Flexible advertising solution
- Exciting in-game animations
- Display additional stats and player info
- Long-lasting LED technology
- Full color and monochrome (red or amber)
- Many sizes to fit your scoreboard and venue

Extended Warranty

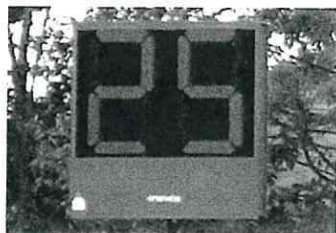


- Additional protection for 24 months
- Same terms as the included 5-year warranty
- Available for indoor or outdoor scoreboards
- Longest warranty available in industry

NEVCO

QUOTATION

Delay of Game Timer (DGT)



- Large 30" digits easily seen from anywhere on the field
- Bright, long lasting, energy efficient LEDs
- Hand-held switch included for easy operation
- Operate wired or wireless
- Sponsor advertising panels available
- Also available with hand-held control for officials use

Decorative Truss



- Add a unique and professional look
- Durable powder-coated finish
- Easy installation
- Available in many configurations and sizes
- Add decorative letters and/or team mascot

Segment Timers



- Lithium ion battery: 6+ hours of operation
- Up to 40 programmable segments
- Portable, battery-operated (AA) hand-held control
- Auto horn and auto advance for each segment
- Change to next or previous segment while in use
- Available in 2 sizes with red or amber digits

3-in-1 Scorers Table



- Upgradable from Non-Lit to Rear-Lit to LED (cartridge-based system)
- Expandable: add on 8' or 10' sections for longer, seamless table
- Proven, Unique Transport System for easy storage, moving and maneuverability
- Floor Saver Footings protect your floor and hold table in place
- Industrial Powder Coat Finish resists scratches

Billing/Shipping Information

Bill To Name

City of Bloomington

Ship To Name

City of Bloomington

Bill To

115 EAST WASHINGTON STREET
BLOOMINGTON, IL 61701
USA

Ship To

115 EAST WASHINGTON STREET
BLOOMINGTON, IL 61701
USA

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.



All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order
Address

Nevco Sports, LLC
301 East Harris Ave
Greenville, IL 62246-2151

Remit To Address

Nevco Sports, LLC
P.O. Box 74758
Chicago, IL 60694-4758
800.851.4040 / 618.664.0360

Quote Acceptance

Signature _____ Title _____

Name _____ Date _____





Solicitation Number: 030223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Nevco Sports, LLC, 301 East Harris Ave., Greenville, IL 62246 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Scoreboards, Digital Displays, and Video Boards with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 25, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

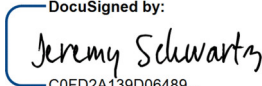
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Nevco Sports, LLC

DocuSigned by:

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RFP 030223 - Scoreboards, Digital Displays, and Video Boards with Related Services

Vendor Details

Company Name: Nevco Sports, LLC

Does your company conduct business under any other name? If yes, please state: IL

Address: 301 East Harris Ave.
Greenville, IL 62246

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HST#: 82-2233879

Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Nevco Sports, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lynx Systems Developers - Manufacturer of Finish Lynx Fully Automated Timing Systems. Nevco Sports Marketing - Supplier of Sports Marketing and Sponsorship Services.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Same as Above	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Nevco Sports, LLC unique SAM entity ID # H6LWBL5Q9946 – CAGE Code is 34000	*
5	Proposer Physical Address:	301 East Harris Ave. Greenville, IL 62246	*
6	Proposer website address (or addresses):	www.nevco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eric Light - Vice President of Sales and Marketing 301 E. Harris Ave. Greenville, IL 62246 618-664-0360 x 7132(O) 618-699-1750 (M) elight@nevco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eric Light - Vice President of Sales and Marketing 301 E. Harris Ave. Greenville, IL 62246 618-664-0360 x 7132(O) 618-699-1750 (M) elight@nevco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Linda Leidel - Inside Sales Manager 301 East Harris Ave. Greenville, IL 62246 618-659-7505 (O) 618-664-2456(M) lleidel@nevco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Nevco is the largest privately held manufacturer and provider of scoreboards, LED video displays, LED marquees, LED scorers tables and audio systems in North America. Our business started in 1934 with a core value of providing the highest quality most reliable scoring and display products at an affordable price. For over 89 years we have provided community park and recreation groups, primary schools, high schools, colleges and universities, and semi-professional sports organizations with the most innovative and reliable scoring and display options on the market. Nevco is known for its speciality in designing custom athletic facility solutions, quality of our product, superior customer service and technical support. Nevco primarily serves the North American Market, but also sells internationally. Our mission is to enhance the game day experience for players, coaches and fans through the equipment that we provide. Please visit: https://vimeo.com/324558950 for a quick video which gives a great overview of who Nevco Sports, LLC is.	*

11	What are your company's expectations in the event of an award?	As a current contract holder with Sourcewell, we understand and see the value of the partnership. If we are fortunate enough to be awarded the a contract again, our expectation would be to utilize all of the wonderful resources available to us to maximize our contract to help win new business and to serve the needs of the Sourcewell membership. I had the opportunity to personally attend a Sourcewell University in TX late last year. This event really opened my eyes to the global changes in procurement and how having Sourcewell as a partner can help our mutual customers. I also had Teresa Fiedler from Sourcewell attend and present at our National Sales Meeting this January. The goal was to help my entire sales team understand the changes in procurement, understand the resources available through Sourcewell and most importantly drive adoption of incorporating Sourcewell into our daily sales process. In summary, I hope to continue to build upon the momentum that we have going.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In 2017 Nevco, Inc. was purchased by Dominus Capital, LP a New York, NY based private equity firm. Their website is: www.dominuscap.com. Our new business name is Nevco Sports, LLC. Nevco's financial performance substantiates the company's impressive ability to generate reliable sales and cash flow while also driving continued year-over-year revenue growth and strong gross margins. Please refer to the attached credit reference letter from our primary lender (BMO) as well as the confidential financial information of our revenue, margin and EBITDA (Attachment 1).	*
13	What is your US market share for the solutions that you are proposing?	We estimate that our market share in the United States for the markets that we serve to be about 35%. We are the largest privately held scoring and display company in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate that our market share in Canada for the markets we serve to be about 30%. We are the largest privately held scoring and display company in North America.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Nevco Sports, LLC has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Nevco Sports, LLC can best be classified as a manufacturer. See attachment 1 for our current sales and marketing organizational chart and coverage map. We have an inside and outside sales team that is predominately made up of W2 employees. We have a few 1099 relationships as well. Each of our independent sales teams only sell our products, not multi-lines. We assign dedicated territories to each one of our sales consultants. In addition, we have a sports video sales team (all W2 employees) who work on large complex video display projects supporting our field and inside sales teams. We also have a new construction team who serves our dealers in the new construction market. We have complete coverage for North America with our 63 person sales and marketing organization. See attached sales and marketing organizational chart and coverage map. 98% of our total business is transacted through our direct sales organization. 2% of our total business is transacted through our dealer network predominately in the new construction market. We conduct our service through our in house service team and a network of hundreds of independent factory authorized installers and service technicians.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Nevco Sports, LLC is a certified reseller for third-party equipment in the state of Illinois. One of the most important steps in the Nevco process is developing PE (professional engineer) stamped prints. These prints certify a design will withstand all specific site conditions. To generate these stamp prints, Nevco engineers research the exact location (state, city, zip code) and evaluate surrounding environmental conditions (soil samples, wind zone, etc.). We have the ability to provide these in all 50 states. Our network of national installers and service providers hold contractors licenses and electrical licenses in the markets that they serve. Additionally, our project managers take care of the logistics with the general contractor, architect, sign company, electricians, plumbers, and concrete professionals. The Company established a robust certification process, and only work with certified general contractors, architects, electrical contractors, and engineers to provide unparalleled service. Our project managers make sure projects are within code and ensure proper permits are obtained. We maintain a presence on-site pre-sale, during installation, and post-sale to see that the project proceeds according to plan.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Nevco Sports, LLC has not had any suspensions or debarments in the history of our company.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	While Nevco is not aware of any specific awards to the scoring and display industry, most inside our industry would agree that recognition comes through a manufacturers's reputation and references. We have won well over one thousand new projects over the last couple of years. We are often featured in press releases and news articles about our projects. In the attached document, I have attached a few examples of some recent projects that we have been publicly recognized for (See Attachment 1).	*
20	What percentage of your sales are to the governmental sector in the past three years	Government sales as a percentage of our total sales the past three years is 15%.	*
21	What percentage of your sales are to the education sector in the past three years	Education sales as a percentage of our total sales the past three years is 85%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have the following state and national cooperative purchasing agreements: Sourcewell BuyBoard Costars Equalis I have included a chart of our sales history for the past three years for each of these cooperative purchasing contracts (See Attachment 1).	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract, but we do participate in SAM (System of Award Management) through the Federal Government. Nevco Sports, LLC unique SAM entity ID # is H6LWBL5Q9946 and our CAGE Code is 34000.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Effingham High School	David Woltman- Activities Director	217-821-9589	*
University of North Florida	Nick Morrow - Director of Athletics	904-304-2583	*
Grand Rapids High School (MN)	Anne Campbell - Activities Director	218-327-5766	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Del Valle Independent School District	Education	Texas - TX	LED Video Display, Scoreboard, Audio System and Control Room	\$964,918.00	\$964,918.00.	*
Southern Illinois University	Education	Illinois - IL	LED Video Display, Scoreboards and Audio System	\$300,375.00 / \$100,000.00	\$400,375.00	*
Lees Summit R-VII School District	Education	Missouri - MO	LED Video Displays and Scoreboards	\$564,605.00	\$564,605.00	*
Yale University	Education	Connecticut - CT	LED Video Displays and Scoreboards	\$317,177.00	\$317,177.00	*
Texas City ISD	Education	Texas - TX	LED Video Displays and Scoreboards	\$330,763.00	\$330,763.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	We have a sales and marketing organization comprised of 46 direct company sales and marketing people. We have both inside and outside sales people in addition to dedicated teams to service the sports video market and new construction markets. In addition, we have an independent team of 17 people. All of our sales people have dedicated territories. We do not allow multiple people to sell within the same geographical territories.
27	Dealer network or other distribution methods.	We sell our product almost exclusively through our own sales organization. This represents about 98% of our total sales. We will sell to dealers (package bidders who supply multiple products like backboards, flooring, etc.). Some of these dealers do re-sell our product. This represents about 2% of our total product sales. These dealers purchase directly through a Nevco sales person with an assigned territory or our new construction group.
28	Service force.	We have an in-house service department staffed with 15 people. We also have a team of 5 on-site technicians. These groups combined with the hundreds of factory authorized independent installers and service providers enables us to provide quick and efficient service to every customer in the United States and Canada.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process is very simple and straightforward. A customer has a need for one of our products. We consult with them via phone, in-person or virtual meeting. We design concepts based on their requirements. We provide a quote and a virtual rendering of our product. The customer provides a PO. We manufacture, ship and then install the product. We have a detailed order entry checklist and graphics guidelines to ensure all relevant order information is collected (See Attachment 2). We record 100% of our sales and marketing transactions (including quotes) in our Salesforce.com CRM system. We have also created a custom quote template specifically for Sourcewell projects within our system (See Attachment 2).
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Most of our customers have great long-term relationships with their sales representatives. Combined with our in-house service team, these two groups are the conduit to solve any customer service issue. These two groups help the customer navigate to any group within Nevco to solve a problem. We pride ourselves on always being able to help in a timely manner, even after-hours, weekends and Holidays.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have three facilities in the United States: Greenville, IL, Highland, IL and Edwardsville, IL. We currently have 63 people in our sales and marketing organization in the USA. Our Sports Marketing division is located in Middletown, OH. They have 10 employees. Our FinishLynx division is located in Haverhill, MA.. They have 20 employees. We are both willing and able to service all Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have a Canadian subsidiary and a physical office in Barrie, ON. We have 3 full time employees and 7 independent representative in Canada. We are both willing and able to service all Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have no areas of the United States or Canada where we would not be able to support the Sourcewell Contract. We have complete coverage of sales, service and installation of our complete product line throughout North America.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors that will not be fully supported through this proposed contract.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii, Alaska or US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy to promote this contract is multi-faceted. We meet every year in 4th quarter to plan our marketing efforts for the following year. I have attached a screen shot of part of our marketing planning document that we use in Attachment 4. We plan everything out including social media, PPC, SEO, Trade Shows, etc. Our plans align well with the typical buying season for our products and services. First and foremost it is important that the entire sales team understands how cooperative purchasing works and understands why Sourcewell is the best program to promote. We have invested a lot of time in training the sales and marketing organization through virtual meetings and by having Sourcewell attend our National Sales Meetings. In these trainings we have educated them on the many tools that Sourcewell offers. We have also encouraged them to engage with the Sourcewell team to answer questions and collaborate on strategies to maximize our Sourcewell contract. We encourage our sales team to proactively look up customers to ensure that they are on Sourcewell so when it comes time for them to "Choose Nevco" we already have that step out of the way. We even recently got our Canadian sales team connected with Canoe to start promoting the contract in Canada (minus Quebec). From a marketing specific standpoint we have created a dedicated landing page on our website specifically for Sourcewell. We also utilize the contract flyer (provided by Sourcewell) as a handout for our sales team. We are also very active in social media and create dedicated posts to raise the awareness of the Nevco / Sourcewell relationship. We also include our COOP programs in all of our customer presentations. We also encourage our sales team to use the Sourcewell logo in their email signatures and on their quote forms. We have a special quote form for Sourcewell in our Salesforce.com CRM system to make it easy for our customers to use the Sourcewell Contract. We also put up the Sourcewell trade show flag at the 40-50 trade shows that we attend each year. See Attachment 4 for some example of the aforementioned items. We are in the process of making more "YouTube" like video which highlight our core products through the eyes of our customer. It is in the budget to make a specific video about a customer that purchases their scoring and display equipment through the Sourcewell contract. See Attachment 4 for some links to some of these videos.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have a very active marketing department who loves data and analytics. We actively promote our contract on social media each quarter. See Attachment 4 for some examples of some recent posts. We are also very active with PPC Advertising. We have over 590 words/phrases that we are actually paying for. We have retained an expert in the space to help us manage our SEO and PPC efforts. We meet monthly and review our results and set the strategy for the next 30 days. We also have integrated our email marketing effort with Pardot within Salesforce.com. Through this tool we can track our effectiveness with our email marketing efforts. Included in Attachment 4 is an example of a Sourcewell email that we recently sent out to our entire database of customers from our CRM system.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In our view, the role of Sourcewell in promoting this contract is: 1.)Help us understand trends in the marketplace 2.)Identify geographical areas where Sourcewell is strong but maybe we are not as effective. 3.)Continue to educate us on the tools and resources that are available to us. 4.)Share with us opportunities from members who are looking for our products and services. 5.)Be available to assist when we need help. Be as responsive as we are to our customers. 6.)Continue to grow the membership
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not utilize an e-procurement system for ordering. Due to the custom nature of our product 100 % of our orders must go through our sales organization.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As part of our sales process we offer comprehensive training for all the products that we manufacture. Training is always included at no additional cost. We offer both on-site, virtual and self guided training for the products that we sell. We also have instructional manuals and installation prints for the products that we manufacture. Some of the most frequently utilized training topics are: 1.)Controller Training for operating scoreboards and accessories 2.)Display Director Training for operating video boards 3.)One Cloud Training for operating message centers 4.)Basic scoreboard troubleshooting 5.)Basic Video Display and Message Center troubleshooting We currently do and are always willing to provide whatever training that the customer would like. Our training is always conducted by a Nevco employee or a factory trained installer or service provider.
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41	Describe any technological advances that your proposed products or services offer.	Nevco scoreboards, message centers and video displays are all designed for incoming power of 90VAC to 265VAC auto switching with 91% efficient power supplies employing power factor correction. This ensures the greatest amount of flexibility allowing for efficiencies to be gained in the way the equipment is connected to the electrical infrastructure as well as the highest efficiency in the way that power is consumed. Scoreboard Electronic Captions and Electronic Team Names are fully integrated with the scoreboard controller and console for seamless operation and diagnostics. Other vendors build them into the board as an add-on which adds to the complexity of operation and has more points of failure. Nevco displays include full integration with 3rd party software packages such as Finishlynx, Statcrew, Genius Sports, Hytek, Omega, Stalker, Tricaster, Livetext, Ross Xpressions, Vmix, and much more. This allows organizations to leverage their existing IT to drive meaningful dynamic content to spectators live and at the event. Nevco's MPCX2 control is a unique industry leading handheld that can be used when greater mobility is desired such as practices and small clubs, while the MPCW7 console style control is used for larger events. An industry leading battery life exceeding one year is typical for the X2 and it runs off a pair of common AA batteries included with the control. Nevco's products are built on technology that allows users to scale their facility for years to come. We have customers that add new scoring equipment to existing equipment that is compatible and has been in operation for decades. Nevco still services older scoreboard equipment where competitors will tell you that they cannot support their equipment anymore and you have to buy new. Nevco builds upgradeability into all of our equipment. Just a few examples are: A user can select a basic time/score/period indoor scoreboard model 2700 with Non-lit captions. When their facility grows, they can add-on a bottom section and add timeouts left, team fouls and player foul, making it a model 2770. If they choose, they can upgrade their captions to RearLit, or even our popular Electronic Team Names. A Non-Lit or Rear-Lit scorer's table can be purchased and at a later date a customer can purchase an LED matrix cartridge and simply swap it out in their existing scorer's table. A Nevco Video system can be purchased including our Display Director clip server control software. At a later date if the customer chooses, they can add on live video switchers, cameras and grow their video production to an entire team. Nevco's video LED panels can be calibrated to match in brightness should a replacement ever be necessary. We store the calibration in the panel itself instead of in the display controller. This removes the complexity of having to recalibrate if panels are moved from one location to another during service. Nevco's products are designed with superior environmental resistance. We use only gold plated contacts in outdoor applications, make our cabinets out of recyclable aluminum, and all products are made without external fans by utilizing an Air Circulation to Aluminum technique. All of Nevco's video products are built with signal redundancy such that if there is ever a signal connection problem, even internal to a display, the redundancy will kick in and the display will continue operating as normal until a service visit can be scheduled and performed. Nevco's 6mm indoor and 16mm outdoor video products are built with power supply redundancy. This allows for a power supply to fail, even in a dead short, and the system will switch it out and continue operating. The use of redundant power supplies also reduces the load on each power supply allowing it to operate at a higher efficiency and thereby lowering the internal cabinet temperature significantly extending the life of the electronics in the display. All of Nevco's products are manufactured from a lightweight 0.050" aluminum with structural bracing elements that allow the products to exceed a 180 mph windload. The lightweight design makes the installation of equipment easier, and reduces the cost of structures required to support the equipment in your facility. Nevco's video systems are front and rear service accessible which allows the greatest flexibility, but we also incorporate Easy Out mounting for the internal components which allows power supplies and logic boards to easily be replaced using a slide out bracket and retention technology. Nevco employs a cloud based service ticket system so that users can track the progress of their service issues using an online account, look back at a history of their own issues as well as gain insights from an online knowledge base.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Nevco utilizes aluminum made with recycled content where possible that is GreenCircle Certified. Nevco electronics conform to ROHS standards. The lumber used in the crating of our products is certified in accordance with the International Plant Protection Convention's adoption of the International Standards for Phytosanitary Measures. Nevco's acrylic paint is the lowest Volatile Organic Compounds (VOC) in the industry at 50g/L.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Nevco scoreboards, video displays and message centers have been certified by UL LLC and CUL in Canada.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have a comprehensive scoring and display product line that serves customers ranging from a little league baseball diamond to a collegiate stadium that seats 70,000 people. All of our products are made to UL / CUL Standards (the highest in the industry). Because of the high quality of our products, we offer some of the leading warranties in the industry. We have an outstanding service department that gets customers up and running quickly any time they run into a problem. We are extremely customer centric and do what ever it takes to help our customers. We answer our phones day / night, weekends and holidays too. This high level of access includes our executive team too. We love challenges and since we are a vertically integrated and privately held company we can quickly collaborate to creatively solve them.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our standard warranty covers all parts, products and bench labor to to diagnose and fix our products. See attached for our detailed warranty document.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no limitations that adversely affect coverage. Please refer to the attached for our detailed warranty document.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If an on-site warranty is purchased the expense of technicians' travel time and mileage to perform warranty repairs is included in the cost of the on-site warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We provide coverage with certified technicians to all geographic regions of the United States and Canada to perform warranty repairs.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No. All 3rd party equipment supplied by Nevco is covered under that manufacturer's warranty. This would apply to items like cameras, computers, etc.	*
51	What are your proposed exchange and return programs and policies?	If a product is unopened and undamaged. Nevco will typically accept a return or exchange for non-custom products. A re-stocking fee will apply.	*
52	Describe any service contract options for the items included in your proposal.	Nevco offers on-site service contracts on a case by case basis (for an additional charge) predominately for our video display projects. We utilize a national network of 3rd party factory authorized agencies to complete the repair work.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Nevco Sports, LLC Payment Terms are net 30. PROGRESS PAYMENTS Based upon request for payments submitted by Nevco Sports, LLC, for purchases greater than \$50,000 buyer shall agree to one of the following payment terms: 1.)Initial payment of 50 % of the total project, balance of the project is due net 30. 2.)Initial payment of the 33 % of the project upon signing, 33 % at time of shipping and balance due net 30. 3.)No money due at signing, balance due upon shipping, less 5 % for installation(if install is on Nevco invoices) PAYMENT TERMS Payment should be sent to "remit to" address on invoice. Delinquent invoices or portions thereof are subject to a service charge of 1.5% per month until paid (or the legal maximum allowable in the Buyer's state). Overdue or delinquent account balances are subject to being placed for collection. Buyer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees. If Buyer's account is overdue, Buyer agrees that Nevco Sports, LLC may offset the account balance for any portion thereof against any funds due Buyer by Nevco Sports, LLC. All shipments are FOB shipping point. Prepay Terms: Customers may pay by wire transfer, check, certified check, credit card or cash for product needed to be shipped immediately. New Buyers may pay by a personal or buyers check, but the order may be held for a period of two weeks for check clearance. Established buyers will have orders processed immediately. A credit application on file will be requested to be completed by all buyers. Visa/Mastercard Buyers: Customer may choose to pay account balances or for orders being placed by using Visa/Mastercard and will be subject to an additional fee of \$5 for processing.	*

54	Describe any leasing or financing options available for use by educational or governmental entities.	Nevco has two financing options available: 1.) Nevco offers on a limited basis the ability to self finance projects to help customers extend their payments between multiple fiscal years or budget cycles. This are approved on a case by case basis. 2.)Nevco has partnered with NCL Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and government entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership or control between Nevco Sports, LLC and NCL.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The potential customer makes contact with a Nevco representative. Nevco representative makes contact with the client and determines their specific needs and their budget. Based on the geographical area of the client, the customer may be consulted via phone, site visit or virtual meeting. From this, the best Nevco solution is proposed to the customer. We typically provide digital renderings of the Nevco product. These renderings can be superimposed to show what the actual product will look like in the actual location where it will be installed. Once a final product is selected, Nevco will provide a detailed quote with all components of the project. Once approved, the customer will send in a purchase order to Nevco. As part of our order entry process the customer will select the color of the scoreboards, digits, trim as well as providing specific artwork for signs and logos. If the Purchase Order is for a Sourcewell project we code this internally at the time of order entry. 100 % of our orders, whether from a W2 sales person or an independent dealer, go through the same order entry process. This process ensure our ability to easily generate reporting for any time period to identify all projects that were part of the Sourcewell contract. Our Sourcewell manager then uses these reports to report sales and fees to Sourcewell.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Nevco Sports, LLC will accept the P-Cards procurement and payment process. The additional cost to Sourcewell participating entities for using this process is \$5 per transaction.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Nevco's pricing and discounting is done on a line item basis. Sourcwell members get a minimum of 6% discount off of our list price. See attached for our published price list. Product names and product numbers are included. Nevco is aware and accepts any price and product change request forms that may be required.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount for product is 6% off list price. Refer to attached price list to determine list price.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	If the Sourcwell member purchases multiple scoreboards, accessories, or displays at one time on the same purchase order, Nevco will offer a volume discount that is larger than the base minimum discount. The discount level will vary based on the size, scope and location of the project.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Pricing for our product offering which may include infrequent "non-standard" options is offered by supplying a quote for each request at a list price less discount.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This is not applicable in most situations. Things like installation, extra training, on-site service are discussed up-front and included in our quote. There should be no surprises or additional charges from what we provide in our quote.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be quoted on a per project basis. This charge is always noted on our quotes. We utilize Small Package, Less Than Truckload and Full Truckload as our primary methods of shipping our products. We do also have the ability to ship Internationally and offer expedited shipping upon request.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight / Shipping and Delivery to Alaska, Hawaii and Canada is determined based on the customer requirements for the delivery schedule. We have numerous options available. The charges for freight are always listed on the quote. We also offer 3rd party billing on freight shipments and the customer can also arrange pickup at our facility with any carrier of their choosing.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer stocking programs of our most popular items by season. By doing this we offer reduced lead times on these items. An example would be that we pre-manufacture shot clocks so that we have them on hand and readily available during basketball season. We also offer expedited delivery of some of our video displays because we manufacture several of the most popular sizes so that we have them in stock for quick shipping. We can also accommodate any customer special transportation request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We have offered the highest discount of any cooperative purchasing agreement that we are part of. In addition, we have offered our full lineup of products and service available, whereas we have a more limited offering on the few other cooperative purchasing agreements that we are part of. Our goal is to simple funnel the vast majority of our cooperative purchasing orders through Sourcewell. We want Sourcewell to be our primary go to cooperative agreement. These were the exact words that were used at our National Sales Meeting in January after Teresa Fiedler from Sourcewell gave a presentation. Sourcewell was the only cooperative purchasing agency that was asked to attend our National Meeting.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Nevco has dedicated staff members to handle all cooperative purchasing compliance, pricing and reporting. This team consists of representatives from our Sales, Accounting, and Service departments who work together at each month end to ensure all orders that are cooperative purchases are reviewed and entered correctly. Our Sales Representative reviews each order to make sure member pricing and contract numbers are accurate. Our Service Representative double checks this information. Our Accounting Representative makes sure all of the appropriate fees and reporting are accurate. This reporting is currently done quarterly, however Nevco can adjust this to any timeframe that is needed.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Nevco has the ability in our CRM system to identify all quotes that are quoted using the Sourcewell contract. We have auto generated reports that are sent out monthly which identifies all closed and open projects. With this data, our sale leadership team can easily identify who on the sales team is actively promoting the Sourcewell contract and who is not. This also helps us to identify sales people that may need some additional training and reinforcement on utilizing the Sourcewell contract in their daily sales process. In addition, we have a dashboard established to track our Sourcewell contract sales by month over the last 5 years. We will use this combined with our quoting activity to determine if we are on track with being successful with this contract. Our goal is that every single sales person on our team has at least one closed Sourcewell contracted project in the next 12 months.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose the following fee structure paid to Sourcewell after we are paid for the project by the Sourcewell member: Projects (regardless of the value) will be 2% of the total combined value less any applicable taxes and freight.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Nevco Sports, LLC is a single source manufacturer for all the items below: Fixed Digit Scoreboards: Scoring for (including but not limited to) Baseball / Softball, Basketball, Volleyball, Wrestling, Football, Hockey, Soccer, Swimming, Field Hockey, Lacrosse, Cricket, Tennis and Track and Field. LED Message Centers LED Marquees LED Video Displays Proprietary Software Controllers Graphic Design Creative Services Audio Systems Scorers Tables Signage and Decorative Trusswork Digital Wall of Fame Fully Automated Timing Equipment for Track and Field
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Scoreboards (Indoor and Outdoor) LED Marquees: (Indoor and Outdoor) Wall Mount, Pedestal Mount, Ground Mount LED Video Displays: (Outdoor and Indoor) Proprietary Software: Mobile App, One Cloud, Display Director Controllers; Handheld, Desktop, Touchscreen, Mobile Graphic Design Creative Services Audio Systems: (Indoor and Outdoor) Single Source and Distributed Scorers Tables: Static, Rear Lit, Bleacher Mount and LED Signage and Decorative Trusswork Digital Wall of Fame: Wall Mount, Pedestal Mount and Surround Mount Fully Automated Timing Equipment for Track and Field: Cameras, Displays, Timers

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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71	Scoreboards, sports displays, scorer's tables, controllers and timing systems	☒ Yes ☐ No	We manufacture and install a full lineup of scoreboards for every sport. We offer multiple design options, features and price points for every customer. We also manufacture and install numerous design accessories for scoreboards including: signs, trusses and logo. We also offer all the most popular accessories for every sport including shot clocks, play clocks, locker room clocks, etc. We also offer numerous control options to operate each of our scoreboard options.	*
72	Digital Displays, LED Video displays	☒ Yes ☐ No	We manufacture and install video displays for both indoor and outdoor applications. We have a wide range of resolutions to meet the needs of every customer.	*
73	Video boards	☒ Yes ☐ No	We manufacture and install video boards for both indoor and outdoor applications. We have a wide range of resolutions to meet the needs of every customer.	*
74	Message centers, marquees, concourse displays, transportation displays	☒ Yes ☐ No	Using the same technology that we use in our video displays, we also manufacture and install message centers, marquees, concourse displays. We do not manufacture or install transportation displays. We do not serve the roadway, airport or other transportation related digital display market.	*
75	Related and complementary offering of integrated audio or sound systems and related accessories and supplies	☒ Yes ☐ No	We offer turn key audio solutions for both indoor and outdoor venues. We have partnered with Electro-Voice / Bosch to develop custom audio systems specifically designed for athletic venues. We offer both single point and distributed systems along with all required accessories. If one of our audio package systems do not fit the bill, we have the ability to custom design and engineer a custom solution for any indoor or outdoor venue.	*
76	Technology integration, software, design, project management and installation related and complementary to the offering of solutions above in #71-74	☒ Yes ☐ No	We have in-house service, engineering, software development, project management, and graphic design services. We have a nationwide network of factory authorized installers who install and service our products in the field.	

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe any reliability or durability testing on the equipment or products included in your proposal and results if applicable.	All of Nevco's designs are tested in accordance to our proprietary requirements for stadium sports equipment and indoor/outdoor signage as well as formalized testing including but not limited to the latest releases of UL48, NEC, article 600, FCC CFR 47 PART 15, ICES-003, EN 55032:2015 (CISPR 32), EN 55022:2010, AS/NZS CISPR 32:2015, and EN 61000-6-3:2007/A1-2011, CAN ICES-3 (A)/NMB-3 (A), CE, ASCE 7-10, and International Building Code (IBC). In addition, the foundation for our house of quality begins with TQM, which means Total Quality Management... or simply put, everyone plays an important role in maintaining our customer expectations. In the factory, we perform random product and process audits, campaign for continuous improvement and follow the Toyota principles of 5S (sort, shine, set in order, standardize and sustain) at each work center. In our drive towards continuous improvement, we have a blended mixture of problem solving methodology. Starting with 6sigma principle of DMAIC (Define, measure, analyze, improve & control) along with the Ford Motor Company 8D problem solving process (Plan, build team, define problem, contain problem, define & verify root cause, determine corrective action, implement & verify corrective action, and prevent recurrences) we are able to quickly identify and remediate production issues. We also perform Gemba Walks each morning, in order to hear it straight from the front line workers, regarding our strengths and weaknesses. A direct communication between Service, Engineering and Quality ensures that customer feedback is addressed promptly and precisely. Quality Credentials that our Quality Team has include: American Society for Quality – Certified Quality Technician American Society for Quality – Certified Quality Process Analyst UL 48 Standard for Electric Sign Manufacture
78	Elaborate on design-build capabilities or services offered by your firm related to the equipment or products included in your proposal.	Nevco has designed and executed thousands of sporting construction projects throughout our company's long history. Through our experience in doing Design Build Projects we have developed a simple, straightforward and effective process of managing these types of projects. There are four primary phases that we go through: 1.)Pre-Planning and Design Phase 2.)Design Phase 3.)Construction Phase 4.)Start-Up and Occupancy Phase See Attachment 2 for more detail on our Design Build Process.
79	Describe any sponsorship, promotional, or revenue-generating attributes of the equipment or products included in your proposal and identify any support or training available to customers related to implementation of those solutions.	By nature of our business, scoreboards signage, and messaging centers have a unique ability to provide sponsorship, promotional, and revenue generation opportunities for our customers. The potential of revenue generation is inherent for each scoreboard and signage that is purchased. It is the customer's discretion on how they would like to monetize. However, Nevco can provide guidance to maximize potential sponsorship opportunities. Through our Sports Marketing Division we also have the ability to sell sponsorships on behalf of our customers. This model affords the customer the ability to get equipment at no cost or create an ongoing revenue stream to help fund their athletic department.
80	Describe the functionality of your equipment or products in integrating with public alert system or applications (automated weather, emergency, public safety notifications, etc.)	Nevco video displays often serve as an instant message center to the public showcasing: 1. IPAWs (Meteorological, Safety, Fire, Environmental, Transport) 2. Amber Alerts We have the ability to easily connect to these systems through our control software Display Director which makes it easy to communicate these important messages to the public.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Nevco Sports LLC Sourcwell Price List 2022.pdf - Monday February 20, 2023 09:17:49
 - [Financial Strength and Stability](#) - Financial Strength and Stability - Attachment 1.pdf - Wednesday March 01, 2023 09:48:46
 - [Marketing Plan/Samples](#) - Marketing Plan and Samples - Attachment 4.pdf - Wednesday March 01, 2023 09:51:22
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty and Limitation of Liability.pdf - Monday February 20, 2023 08:07:16
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples - Attachment 2.pdf - Wednesday March 01, 2023 09:50:10
 - [Upload Additional Document](#) - Nevco Catalogs.pdf - Monday February 20, 2023 12:03:04

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eric Light, VP of Sales and Marketing, Nevco Sports, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Scoreboards_RFP_030223 Thu January 19 2023 02:03 PM	☒	2
Addendum_1_Scoreboards_RFP_030223 Thu January 12 2023 11:26 AM	☒	1



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of Three Mowers from MTI Distributing/Toro, in the Amount of \$60,568.30, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: Staff recommends approval of the purchase of 3 Toro mowers from MTI Distributing for use in Park Maintenance and Right of Way mowing operations in the amount of \$60,568.30. The 3 units recommended for purchase are as follows:

1. Toro 7500 D 60" Zero Turn replacement for Unit 789. The current unit is a 2010 and has reached its useful life with 3205 hours.
2. Toro 7500 D 72" Zero Turn replacement for Unit 725. The current unit is a 2010 and has reached its useful life with 4515 hours.
3. Toro Grandstand Multi Force 52" stand on with Debris Blower. This is a new unit to be used to accommodate the continuing addition of City right of way and parkways to the current mowing route. The blower attachment on the unit will be used for Constitution Trail cleaning and snow removal operations.

The Park Maintenance Division of the Parks and Recreation Department currently maintains all City-owned green spaces which include all parks, right of way, trails, easements, ditches, and basins. In addition, the Division maintains the State of Illinois green space on Veterans Parkway and Route 9.

Toro's commercial and grounds equipment is the industry leader and MTI Distributing continues to provide excellent service to the City of Bloomington. Continuing to purchase Toro equipment adds uniformity to the City's fleet of mowers which creates consistency for servicing, repairs, and equipment operation. This consistency with the equipment and familiarity that the staff has with Toro leads to decreased downtime and increased operator safety. If approved, the mowers would be purchased using the joint purchasing contract from Omnia - Contract #2017025, exp. 3/31/2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: MTI Distributing, City Staff

FINANCIAL IMPACT: If approved, the City will purchase three machines from MTI Distributing in the amount of \$60,568.30, which will be paid out of the General Fund Parks Maintenance Equipment account (10014110-72140). This amount reflects \$500 trade-in credit given for current Unit 789 and \$2,500 trade-in credit for current Unit 725 for a trade-in credit total of \$3,000. A total of \$85,000 was budgeted in FY2024 for these purchases. Stakeholders can locate information related to these expenditures in the FY2024 Budget Book titled "Budget Overview & General Fund" on page 187 and in the FY2024 Budget Book titled "Other Funds & Capital Improvement" on page 93.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Superintendent of Parks Maintenance

ATTACHMENTS:

[P&R 1B Quote](#)



MTI Distributing
Equipment Quote
August 14, 2023



David Lamb
Bloomington Parks & Recreation

Quote Expiration Date: 9/30/2023

OMNIA PARTNERS CONTRACT PRICING - CONTRACT #2017025

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	72028	7500-D Series 60 in. 25 hp Diesel Rear Discharge	\$22,710.30	\$22,710.30
1	72030	7500-D Series 72 in. 25 hp Diesel Side Discharge	\$22,223.39	\$22,223.39
1	72530	GrandStand MULTI FORCE 52 in. 26.5 hp EFI	\$13,043.64	\$13,043.64
1	78593	MULTI FORCE Pro Force Debris Blower	\$4,179.98	\$4,179.98
1	MSC13950	Grandstand Low Flow Hydraulics Kit (required for blower)	\$1,410.99	\$1,410.99
TRADES:				
1	XC-UE	Kubota ZD331 s/n 31997		(\$500.00)
1	XC-UE	Kubota ZD331 s/n 10409		(\$2,500.00)
City of Bloomington Omnia Partners Member ID # [REDACTED]			Equipment Total	\$63,568.30
			Trades	(\$3,000.00)
			6.25% Sales Tax	Exempt
			Total	\$60,568.30

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote (including finance rates) will be provided when product becomes available.

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

JP Bliss
Outside Sales Representative
314-873-3322

Karen Wangenstein
Inside Sales Representative
763-592-5643

MTI Distributing, Inc. • 8901 Springdale Avenue • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of HP Elite Mini Desktops, Monitors, Docks, and HP Elitebooks through HP, Inc., in the Amount of \$114,564.40, as requested by the Information Technology Department.

RECOMMENDED MOTION: That the Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The Information Technology ("IT") Department is seeking to upgrade existing computer systems, which consist of outdated desktops and laptops, that are no longer able to maintain their reliability and performance or are no longer supported.

Many of the current devices are over five years old and are no longer capable of meeting the demands of the organization. They frequently crash and freeze, leading to lost work and decreased productivity. Additionally, outdated hardware makes it difficult to run current software applications and programs, which limits the organization's ability to keep up with security requirements and best practices.

The new equipment will be utilized by staff members in both operational and service departments. Overall, the procurement of new desktop and laptop computers is a necessary investment that will enable the City to improve productivity, enhance collaboration, and better serve its constituents. The IT Department strives for a more proactive approach to computer equipment replacement based on depreciation, performance, and reliability to achieve these objectives.

This purchase will utilize the National Association of State Procurement Officials ("NASPO") cooperative purchasing program, contract #MNWNC-133-ILTPP, exp. 10/21/2023, The City has used NASPO for several hardware and software purchases. This contract is competitively bid and awarded to vendors, providing public agencies with access to a wide range of hardware, and software, while also ensuring that we receive the best possible pricing and terms. In addition, using a pre-negotiated contract eliminates the need for a lengthy bidding process, allowing us to quickly and efficiently purchase the goods and services we need.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase HP Elite Mini Desktops, Monitors,

Docks, and HP Elitebooks through HP, Inc., in the amount of \$114,564.40. Funds are included in the FY 2024 Budget under the Information Technology - Office Supplies account (10011610-71010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 169.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 1B Quote - Elitebooks](#)

[IT 1C Quote - Docking Stations](#)

[IT 1D Quote - Elite Minis & Monitors](#)

[IT 1E NASPO Master Agreement](#)

[IT 1F Assignment Agreement](#)

August 22, 2023 4:06:32 PM

CITY OF BLOOMINGTON
109 E Olive St
BLOOMINGTON, IL 61701-5217

Dear Craig McBeath,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: IL - IL LEARNING TECH PURCHASE PGRM (NASPO VP PC) [MNNVP-133-ILTPP] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

All orders not placed electronically need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728



Information & Details

Organization name: City of Bloomington
Catalog name: IL - IL LEARNING TECH PURCHASE
PGRM (NASPO VP PC) [MNNVP-133-ILTPP]
Created by: pselect0001
Partner Agent ID: [REDACTED]
Name: PTC Select
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Email notification: bdaymude@ptcselect.com
Created: August 22, 2023 4:06:32 PM
Expires: September 21, 2023 4:06:32 PM
Payment method: Purchase Order
Quote total: USD 55,104.40

Billing Information

OM ID: [REDACTED]
Company: CITY OF BLOOMINGTON
Address:
109 E Olive St
City : BLOOMINGTON
State/Province: Illinois
Zip/postal code: 61701-5217
Country: US
Attention to: Craig McBeath
Email:
Phone:
Fax:

Shipping Information

Company: City of Bloomington
Address:
115 E. Washington Street Suite 301
City: Bloomington
State/Province: Illinois
Zip/postal code: 61701
Country: US
Attention to: Craig McBeath
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they
become available

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	Configurable HP EliteBook 860 G9 IDS		40	[REDACTED] Special price valid until 11/30/2023	USD 55,104.40
[REDACTED]			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		



Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
[REDACTED]	[REDACTED]	[REDACTED]	1	[REDACTED]	[REDACTED]
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		
			1		

Special pricing code: [REDACTED]

Subtotal	USD 55,104.40
Estimated Total	USD 55,104.40

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

August 28, 2023 8:59:57 AM

CITY OF BLOOMINGTON
109 E Olive St
BLOOMINGTON, IL 61701-5217

Dear Craig McBeath,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: IL - IL LEARNING TECH PURCHASE PGRM (NASPO VP PC) [MNNVP-133-ILTPP] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

All orders not placed electronically need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728

Information & Details

Organization name: City of Bloomington
Catalog name: IL - IL LEARNING TECH PURCHASE PGRM (NASPO VP PC) [MNNVP-133-ILTPP]
Created by: pselect0001
Partner Agent ID: [REDACTED]
Name: PTC Select
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Email notification: purchasing@ptcselect.com
Created: August 28, 2023 8:59:57 AM
Expires: September 27, 2023 8:59:57 AM
Payment method: Purchase Order
Quote total: USD 4,560.00

Billing Information

OM ID: [REDACTED]
Company: CITY OF BLOOMINGTON
Address:
109 E Olive St
City : BLOOMINGTON
State/Province: Illinois
Zip/postal code: 61701-5217
Country: US
Attention to: Megan Horath
Email: mhorath@cityblm.org
Phone:
Fax:

Shipping Information

Company: City of Bloomington
Address:
115 E Washington Street
Suite 301
City: Bloomington
State/Province: Illinois
Zip/postal code: 61701
Country: US
Attention to: Megan Horath
Email: mhorath@cityblm.org
Phone: 309-434-2598
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they become available

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
[REDACTED]	HP USB-C Dock G5 US		30	[REDACTED] Special price valid until 11/30/2023	USD 4,560.00

Special pricing code: [REDACTED]

Subtotal USD 4,560.00
Estimated Total USD 4,560.00

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

August 22, 2023 4:48:39 PM

CITY OF BLOOMINGTON
109 E Olive St
BLOOMINGTON, IL 61701-5217

Dear Craig McBeath,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: IL - IL LEARNING TECH PURCHASE PGRM (NASPO VP PC) [MNNVP-133-ILTPP] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

All orders not placed electronically need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728



Information & Details

Organization name: City of Bloomington
Catalog name: IL - IL LEARNING TECH PURCHASE PGRM (NASPO VP PC) [MNNVP-133-ILTPP]
Created by: pselect0001
Partner Agent ID:
Name: PTC Select
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Email notification: purchasing@ptcselect.com
Created: August 22, 2023 4:48:39 PM
Expires: September 21, 2023 4:45:55 PM
Payment method: Purchase Order
Quote total: USD 54,900.00

Billing Information

OM ID:
Company: CITY OF BLOOMINGTON
Address: 109 E Olive St
City : BLOOMINGTON
State/Province: Illinois
Zip/postal code: 61701-5217
Country: US
Attention to: Craig McBeath
Email:
Phone:
Fax:

Shipping Information

Company: City of Bloomington
Address: 115 E Washington Street
Room 301
City: Bloomington
State/Province: Illinois
Zip/postal code: 61701
Country: US
Attention to: Craig McBeath
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they become available

Comments:
Invoice instructions:
Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	HP Elite Mini 800 G9 i512500T 16GB/512PC Operating system - Memory - Internal Storage - Ecolabels - Form factor -		65	Special price valid until 11/30/2023	USD 52,000.00
	HP P24h G5 FHD MNTR Display features - Brightness - What's in the box - Warranty -		20	Special price valid until 11/30/2023	USD 2,900.00

Special pricing code:

Subtotal

Estimated Total

USD 54,900.00

USD 54,900.00

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

AMENDMENT NO. 7 TO NASPO MASTER AGREEMENT NO. MNNVP-133

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and HP, Inc., 3000 Hanover Street, Palo Alto, CA 94304 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNNVP-133, April 1, 2015, through July 31, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNNVP-133 is extended through October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HP, Inc.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Deborah Kaiser
4102EB9E377544F...
Deborah Kaiser

Printed Name

Title: Contract Specialist

Date: 6/9/2023

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:

By: Elizabeth Randa
742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 6/13/2023

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:

By: Andy Doran
68D02A26D7604BA...
6/13/2023

Date: _____

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its commissioner of Administration (State), Hewlett Packard Company, ("Original Contract Vendor") 3000 Hanover Street, Palo Alto, CA 94304, HP Inc., ("Assigned Contract Vendor") 1501 Page Mill Road, Palo Alto, CA 94304 and Hewlett Packard Enterprise, ("Assigned Contract Vendor") 3000 Hanover Street, Palo Alto, CA 94304.

WHEREAS, the State has an agreement with the Original Contract Vendor, Master Agreement No. MNWNC-115, ("Master Agreement") effective April 1, 2015 through March 31, 2017 to provide Computer Equipment (Desktops, Laptops, Tablets, Servers and Storage including related peripherals & services); and

WHEREAS, the Original Contract Vendor wishes to separate Hewlett Packard Company into two independent companies and assign all its interests and obligations in the Master Agreement to the Assigned Contract Vendors;

WHEREAS, the assignment provision of the Master Agreement provides assignment of the agreement only upon written consent of the State.

NOW THEREFORE, the parties agree to the following:

1. Effective November 1, Master Agreement No. MNWNC-115 is assigned to two independent companies, the Assigned Contract Vendors. The products have been divided as noted below:

Master Agreement No. MNNVP-133

HP Inc.

Master Agreement Administrator: Debra Lee; debra.lee@hp.com, 847-537-0344 or 847-922-2977

HP Inc. will provide Desktops, Laptops and Tablets including related peripherals and services (Bands 1, 2, & 3).

Master Agreement No. MNNVP-134

Hewlett Packard Enterprise

Master Agreement Administrator: Stacy Kearns; Stacey.lynn.kearns@hp.com, 512-319-3018

Hewlett Packard Enterprise will provide Servers and Storage including related peripherals and services. (Bands 4 & 5).

This Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. §16C.05, subd. 2.

2. The State hereby approves the request of the Original Contract Vendor to assign to the Assigned Contract Vendors all its interests, rights, responsibilities, duties, and other provisions set forth in the Master Agreement, which is attached and incorporated as Exhibit C, provided the Original Contract Vendor and the Assigned Contract Vendors agree to all provisions set forth in this Assignment Agreement. Furthermore the Assigned Contract Vendors agree to the Pricing Schedules attached and incorporated as Exhibit A and B. These Pricing Schedules provide clarity to the established products and discounts assigned to each vendor and fully replace the Original Contract Vendor Master Agreement Pricing Schedule.
3. The Original Contract Vendor and the Assigned Contract Vendors jointly and severally represent and warrant to the State that:
 - a. the Original Contract Vendor is not in default of any of its obligations under the Contract; and
 - b. the Original Contract Vendor has assigned to the Assigned Contract Vendors, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contract Vendors to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contract Vendors; in addition, Original Contract Vendor assigns all prepaid funds paid by the Participating Entity under the Master Agreement for services, storage or subscriptions to the applicable Assigned Contract Vendor who has received transfer of such services, storage and subscriptions and
 - c. the Assigned Contract Vendors are ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Master Agreement.
4. The Assigned Contract Vendors accept assignment of all the provisions of the Master Agreement.
5. Ordering and invoicing for Hewlett Packard Company acting through Hewlett Packard Enterprise may begin on or after 8/1/2015.

Ordering and invoicing for HP Inc. may begin on or after 11/1/2015.

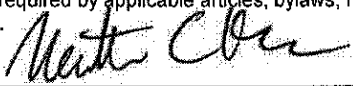
Any and all amounts due to Hewlett Packard Company by the Participating Entity for goods and/or services provided by the Hewlett Packard Company Vendor prior to November 1, 2015, under the Master Agreement will be paid to Hewlett Packard Company by the Participating Entity. Any and all amounts due under the Master Agreement on or after November 1, 2015, will be paid to the Assigned Contract Vendors by the Participating Entity.

6. When applicable, payment for remaining work and travel expenses from the Master Agreement will be paid at the rates set in the Master Agreement. The amount to be paid to the Assigned Contract Vendors will not exceed the Contract's total costs, minus the total payments made to the Original Contract Vendor.
7. The Assigned Contract Vendors will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein. It is understood currently Hewlett Packard Enterprise is a subsidiary of Hewlett Packard Company and therefore insured as required. Once the separation occurs November 1, 2015, insurance certificates will be provided for each new company.
8. The Assigned Contract Vendors will supply Affirmative Action Certification if so required by MN.Stat. § 36A.36, or if applicable certify Assigned Vendor is in federal affirmative action compliance pursuant to MN.Stat. § 363A.36.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

**1. ORIGINAL CONTRACT VENDOR
HEWLETT PACKARD COMPANY**

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Title: Senior Counsel

Date: June 30, 2015

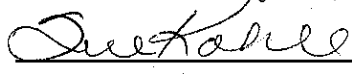
By: _____

Title: _____

Date: _____

**2. MATERIALS MANAGEMENT DIVISION and
NASPO ValuePoint (formerly WSCA-NASPO)
Master Agreement Administrator]**

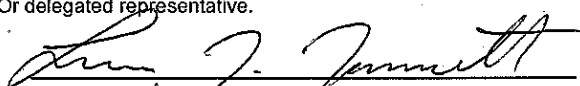
In accordance with Minn. Stat. §16C.03, Subd. 3.

By: 

Title: Acquisition Management Specialist

Date: 7/7/15

**3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.**

By: 

Date: 7/7/2015

**4. ASSIGNED CONTRACT VENDOR
HP Inc.**

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Title: Senior Counsel

Date: June 30, 2015

By: _____

Title: _____

Date: _____

**5. ASSIGNED CONTRACT VENDOR
HEWLETT PACKARD ENTERPRISE**

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Title: Senior Counsel

Date: June 30, 2015

By: _____

Title: _____

Date: _____

EXHIBIT A

The Assigned Contract Vendors accept assignment of all the provisions of the Master Agreement MNWNC-115. The following pricing schedule reflects the products (Desktops-Band 1, Laptops Band 2, & Laptops Band 3) assigned to Hewlett Packard Inc. and replaces Exhibit B of Master Agreement MNWNC-115 held by Hewlett Packard Company.

HP INC.

MNNVP-133

EXHIBIT B - PRICING SCHEDULE

COMPUTER EQUIPMENT: DESKTOPS, LAPTOPS, TABLETS

1. BASELINE PRICING HP INC. LIST PRICE		
2. BAND DISCOUNTS	CATEGORY CODE	MINIMUM DISCOUNT
BAND 1 DESKTOP	1M	16%
BAND 2 LAPTOP	2M	12%
BAND 3 TABLET	3M	20%
Category Exception: Promotions/Smart Buys	PROMO	1%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
3. THIRD PARTY PRODUCTS	TPH	10%
Category Exception: Third Party Software	TPS	5%
See HP NASPOValuePoint Website for Approved Third Party Software & Hardware Manufacturers.		
4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services		
Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: http://h71069.www7.hp.com/quickspecs/overview.html#intro		
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Big Deal Pricing: Contact HP sales for additional savings provided through “special fixed pricing” (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.		
b. Cumulative and Special Discounts: Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.		
c. Additional Bulk/Volume Discount Options: HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.		
d. Contact HP for detailed list of additional discounts provided.		

EXHIBIT B

The Assigned Contract Vendors accept assignment of all the provisions of Master Agreement MNWNC-115. The following pricing schedule reflects the products (Servers Band 4, Storage Band 5) assigned to Hewlett Packard Enterprise and replaces Exhibit B of Master Agreement MNWNC-115 held by Hewlett Packard Company.

MNNVP-134

HEWLETT PACKARD ENTERPRISE

EXHIBIT B - PRICING SCHEDULE

COMPUTER EQUIPMENT: SERVERS & STORAGE

1. BASELINE PRICING HP ENTERPRISE LIST PRICE		
2. BAND DISCOUNTS	CATEGORY CODE	MINIMUM DISCOUNT
BAND 4 SERVER	4M	14%
BAND 5 STORAGE	5M	20%
Category Exception: Promotions/Smart Buys	PROMO	1%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
3. THIRD PARTY PRODUCTS	TPH	10%
Category Exception: Third Party Software	TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items	4M16	0%
See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.		
4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services		
Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: http://h71069.www7.hp.com/quickspecs/overview.html#intro		
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Big Deal Pricing: Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.		
b. Cumulative and Special Discounts: Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.		
c. Additional Bulk/Volume Discount Options: HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.		
d. Contact HP for detailed list of additional discounts provided.		

EXHIBIT C

MASTER AGREEMENT MNWNC-115



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
Hewlett Packard Company
FOR**

**COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, and Storage
including Related Peripherals & Services)**

To: Hewlett-Packard Company
3000 Hanover Street
Palo Alto, CA 94304

CONTRACT NO:

MNWNC-115

Contract Vendor Administrator:
Debra Lee
Email: debra.lee@hp.com
Phone: 847.537.0344

CONTRACT PERIOD:

April 1, 2015, or upon final
executed signatures,
whichever is later

Through

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. HEWLETT-PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Matthew C. Keck*
Signature
Printed Name: Matthew C. Keck
Title: Senior Counsel
Date: 2/12/15
By: _____
Signature
Printed Name: _____
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 18C.03, subd. 3.

By: *Joe Kahle*
Signature
Title: Master Agreement Administrator
Date: 2/17/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Original signed
Date: _____

FEB 26 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE.** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
- include a statement with regard to the information justifying the trade secret designation for each item; and,
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR

112 Administration Bldg.

50 Sherburne Avenue

St. Paul, MN 55155

651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
- c. The Solicitation including all addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS. NEGOTIATED.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome Federal or State's bar on indirect purchases.

5. **ASSIGNMENT/SUBCONTRACT. NEGOTIATED** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF, NEGOTIATED

7.1 Confidentiality. Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality; (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4. Contractor Information. Contractor information exchanged under this Agreement will be treated as confidential if identified and labeled as such at disclosure and if the circumstances of disclosure would reasonably indicate such treatment to the extent it is protected from disclosure under governing law. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents (including WSCA-NASPO Cooperative Purchasing Organization LLC) or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency. Contractor acknowledges that pricing, reported usage, and other provisions of this Agreement that describe the products and services available under the master agreement may be made publicly available by WSCA-NASPO to promote use of the Agreement and shall not be considered Confidential Information.

7.5. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to have access to personally identifiable information ("PII") of Participating Entity in providing services. To the extent Contractor has access to Participating Entity PII stored on a system or device of Participating Entity, such access will likely be incidental and Participating Entity will remain the data controller of Participating Entity PII at all times. Contractor will use any PII to which it has access strictly for purposes of delivering the services ordered.

7.6 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES. NEGOTIATED.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- e. Contractor may discontinue performance with any Purchasing Entity if Purchasing Entity fails to pay any undisputed sum due, or with any Participating Entity if after thirty (30) days written notice Participating Entity has not cured any other material failure to perform under this Agreement.

10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. INDEMNIFICATION. DELETED SEE SECTION 2C17

14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17

15. INDEPENDENT CONTRACT VENDOR. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. INSURANCE. NEGOTIATED. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

The Contract Vendor is responsible for payment of Contract related premiums on all insurance policies, and deductibles.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) includes the Participating Entity as an additional insured, which endorsement may be met through the use of what is referred to as a "blanket" additional insured endorsement, and (ii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished, upon request. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. LAWS AND REGULATIONS. NEGOTIATED. Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

If software is licensed to Participating Entity for use in the performance of a US Government prime contract or subcontract, Participating Entity agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under publisher's standard commercial license.

Products and services provided under these terms are for Participating Entity's internal use and not for further commercialization. Participating Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products and/or deliverables provided under this Agreement.

19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.

20. NO WAIVER OF SOVEREIGN IMMUNITY. The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. ORDER NUMBERS. NEGOTIATED Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

"Order" means the accepted order including any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Materials"). Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

22. PARTICIPANTS. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. PARTICIPATION OF ENTITIES. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. PAYMENT. NEGOTIATED. Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. Prices include the fee as specified in section 1.

25. PUBLIC INFORMATION. The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. RECORDS ADMINISTRATION AND AUDIT. NEGOTIATED. The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity,

a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

Contractor will be advised with reasonable prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to effect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Customer and its auditor as may be necessary to protect the Confidential Information of Contractor to the extent such limitations and assurances are not in conflict with Participating Entity's governing laws. In no event will Contractor be required to provide Customer or its auditor with access to Contractor's internal costs and resource utilization data, or data related to employees or other customers of Contractor to the extent it's not in conflict with Participating Entity's governing law.

27. REPORTS - SUMMARY AND DETAILED USAGE. In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING. NEGOTIATED.

- a. **Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the

Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

- b. **Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.
- c. **Installation.** If Contractor is providing installation with the product purchase, Contractor's site guidelines (available upon request) will describe the facilities Participating Entity is required to provide. Contractor will conduct its standard installation and test procedures to confirm completion.

29. **SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. **TITLE OF PRODUCT.** NEGOTIATED

OWNERSHIP

- a. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- b. **Title.** Title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.

31. **WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** NEGOTIATED. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the Specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, and, (c) the Product is designed and manufactured in a commercially reasonable manner. Products and services are provided with the standard manufacturer's published warranty, support, and software licensing terms ("Specifications"). Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any service concerns.

For third party products sold by the Contract Vendor that are not Contractor-branded, the Contract Vendor sells the third party products with the manufacturer or publisher's standard warranty, license, and maintenance "AS IS". The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA). DELETED.**
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. **CHANGE REQUESTS. NEGOTIATED.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already

established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

Requests to change the scope of services or deliverables, on a per-Order basis, will require a change order signed by the Purchasing Entity and Contractor.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as 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.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. INDEMNIFICATION. NEGOTIATED. The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence or willful misconduct in performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any Contractor-branded materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend or settle, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense.

The Contractor has no obligation for any claim of infringement arising from:

- a. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
- b. The Contractor's use of technical information or technology provided by the Purchasing Entity;
- c. Product modifications by the Purchasing Entity or a third party;
- d. Product use prohibited by Specifications or related application notes; or
- e. Product use with Products that are not the Contractor-branded.

19. LIMITATION OF LIABILITY. Contractor will be responsible for damages that Purchasing Entity may incur as a result of purchasing products and services from HP, up to \$10,000,000 (ten million dollars).

Except for unauthorized use of Purchasing Entity's or Contractor's intellectual property, neither Purchasing Entity nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. Contractor does not limit its liability for death or bodily injury caused by its negligence, acts of fraud, willful repudiation of the agreement, nor any liability which may not be excluded or limited by applicable law.

20. JURISDICTION AND VENUE. This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 21. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 22. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards:
- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
 - That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
 - That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
 - That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

- 23. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
- 24. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

- 25. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** NEGOTIATED. NOT APPLICABLE TO CONTRACT VENDOR.
- 26. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
- 27. PREFERENCE.**
Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response.

If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

28. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

29. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

30. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

31. RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:

- a. reject any and all responses received;
- b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 32. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 33. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 34. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 35. SURVIVABILITY. NEGOTIATED.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees. Software licenses, warranty, and service agreement that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
- 36. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



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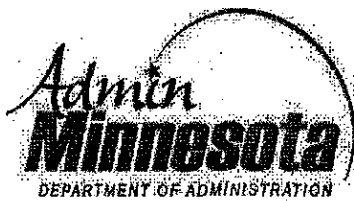


MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

- 12. LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
- 13. FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
- 14. DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING HP LIST PRICE		LINK:	
2. BAND DISCOUNTS		CATEGORY CODE	MINIMUM DISCOUNT
BAND 1 DESKTOP		1M	16%
BAND 2 LAPTOP		2M	12%
BAND 3 TABLET		3M	20%
BAND 4 SERVER		4M	14%
BAND 5 STORAGE		5M	20%
Category Exception: Promotions/Smart Buys		PROMO	1%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.			
3. THIRD PARTY PRODUCTS		TPH	10%
Category Exception: Third Party Software		TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items		4M16	0%
See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.			
4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services			
Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: http://h71069.www7.hp.com/quickspecs/overview.html#intro			
5. LEASING			
Participating Addendum may identify if and how leasing agreement terms will be conducted.			
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.			
a. Big Deal Pricing: Contact HP sales for additional savings provided through “special fixed pricing” (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.			
b. Cumulative and Special Discounts: Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.			
c. Additional Bulk/Volume Discount Options: HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.			
d. Contact HP for detailed list of additional discounts provided.			



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME: _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)**

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- | | |
|--|---|
| ☐ Update of Product & Service Schedule | ☐ Provide summary of additions, deletions and pricing changes. |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED | |
| ☐ Quarterly Self Audit | ☐ Check this box to verify the Quarterly Self Audit has been completed |
| ☐ Third Party Product Addition | ☐ Provide warranty Guarantee |
| ☐ Marketing Approval | ☐ Attach Materials for review |
| ☐ Material Website Change | ☐ Describe and provide link for review |
| ☐ Miscellaneous Inquiry | ☐ Provide detail (e.g. key contact change, etc.) |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____
_____ Title of Requester: _____





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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

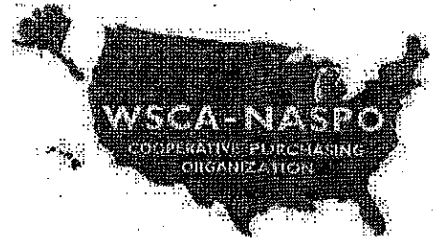
	FROM	TO	DATE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G – DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with SiteMed Fire to Provide Occupational Safety and Health Administration (OSHA) Required Medical Surveillance and Physical Evaluation, in the Amount Not to Exceed \$55,870, as requested by the Human Resources Department and the Fire Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Staff is recommending the approval of a 1-year contract with SiteMed Fire ("SiteMed") to conduct OSHA-mandated respirator and hazardous material evaluations, as well as a wellness exam that meets the National Fire Protection Association ("NFPA") 1582 standard. This comprehensive approach combines proven life safety screenings and one-on-one personalized medical counseling with a medical group that understands the medical risks faced by the City's firefighters. All Sworn firefighters will have an evaluation which will include a medical component per NFPA 1582.

SiteMed is a physician-owned healthcare company specializing in NFPA 1582 Firefighter Medical Exams whose medical providers have over 50 years of combined experience. The focus of SiteMed is on preventing disease and improving Firefighter health and safety. In the event medical issues are discovered, SiteMed will coordinate with the Firefighter and their personal physician to ensure the Firefighter is safe to work. In addition, SiteMed provides year-round access to doctors familiar with the Fire Service and standards for medical consultations.

SiteMed will conduct on-site evaluations, which will minimize the time that employees are taken out of service. SiteMed will also develop a relationship with local providers for an Oversight Program for new hires or missed appointments that happen outside of the scheduled on-site evaluations. SiteMed will provide confidential results and interpretations to the Firefighter. A physician will evaluate all charts and issue clearance letters. SiteMed will provide a Department summary report which will include relevant averages, ranges, and annual comparison statistics.

Employment-related occupational health services are considered a unique professional service that does not lend itself to a biddable, formal solicitation process under the City Code. This will be year 5 of working with SiteMed and the services provided have been

beneficial to the health of the City's Firefighters. The continuation of this business relationship provides for continuity of care, reduction of injury/illness-related absences, and valuable institutional knowledge and experience gained through working with the City's Fire Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Local 49

FINANCIAL IMPACT: If approved, the City will enter into a Contract with SiteMed Fire to Provide Occupational Safety and Health Administration (OSHA) Required Medical Surveillance and Physical Evaluation, in the amount not to exceed \$55,870. The NFPA 1582 Wellness initiative is key to keeping Firefighters healthy. By keeping employees healthy, staff anticipates preventing and or minimizing Worker Compensation claims and personal illness/injuries requiring the use of sick leave. Funds to cover the 1-year contract are included in the Human Resources-Other Medical Expenses account (10011410-70210). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 155.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 1B Contract](#)



Chief Carl Reeb
Bloomington Fire Department
310 N. Lee Street
Bloomington, IL 61702

June 27, 2023

Proposal Pricing is guaranteed for 120 days

Please find the attached proposal for your Firefighter NFPA 1582 Health and Wellness program. We have listed several key factors that differentiate SiteMed from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in onsite NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 70,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer since October 15, 2010. Our E-Verify company ID # 364885.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHK procedures. We value the privacy of your firefighters and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 70,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? **Consistency, Reliability, & Dependability.**

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams - this is what we do all day every day. Let us put our experience to work for you.

Our Physicians and Staff are Licensed in all 50 states.

From Alaska to Florida and coast to coast we have you covered. You will never have to worry if your provider is in compliance with Medical Practice Laws.

We insist on the highest medical standards.

This means that all lab and imaging studies are ordered by a state-licensed physician. All imaging studies are interpreted by a state-licensed and board-certified radiologist and a written report of all studies is given to all members.

ONSITE FIREFIGHTER PHYSICALS

1634 White Circle – Suite 101
Marietta, GA 30066
SiteMedFire.com



Our examination meets and can exceed the NFPA 1582 standard.

The SiteMed NFPA 1582 medical exam program meets and, with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

We come onsite to you.

We realize yearly exams can be a daunting process. By coming onsite, we are able to perform up to 50 exams per day and can complete a department in just days instead of weeks or months. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time and money and minimizes hassles related to annual physical exams. Firefighters are able to remain in service and respond to emergencies if needed.

We focus on prevention.

The purpose of an effective wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform the **14 Essential Job Tasks** listed by the NFPA. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.

As a physician-owned company, we will customize your NFPA 1582 program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, ultrasound imaging, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.

In Phase 1, blood and urine specimens are collected onsite, if applicable, 2-4 weeks prior to Phase 2 testing. This process enables providers to examine and consult with your firefighters with the information in front of them (labs, X-rays, ultrasounds and medical history), just like when they see their primary care physician. This means that during their individual one-on-one counseling session, we can make health recommendations individualized to each person at the time of their consultation.

Year-round access.

What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our doctors (who are also SiteMed's owners) for medical consultations. There is no extra charge for this service - it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to submit this proposal. We look forward to working with you soon.

ONSITE FIREFIGHTER PHYSICALS

1634 White Circle - Suite 101
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



REFERENCES:

The following is a list of references who have used our services. You are encouraged to contact them to ask about SiteMed's services.

- **Marietta Fire Department (GA)** – Commander Robert Moss – 770-794-5460
rmoss@mariettaga.gov
- **Cobb County Fire & Emergency Services** – Chief Carl Crumbley – 770-528-8304
carl.crumbley@cobbcounty.org
- **City of Smyrna (GA)**– Chief Roy Acree – 770-434-6667
racree@smyrnaga.gov
- **Henry County Fire Department (GA)** – Chief Stacey Ponder – 770-288-6652
sponder@co.henry.ga.us
- **Sandy Springs Fire Rescue (GA)** – Chief Donny Willbanks – 770-206-2082
dwillbanks@sandyspringsga.gov
- **City of South Fulton Fire/Rescue Department (GA)** – Chief Sterling Jones 470-809-7523
sterling.jones@cityofsouthfultonga.gov
- **Cartersville Fire Department (GA)** – Chief Scott Carter – 770-387-5635
scarter@cityofcartersville.org
- **Cherokee Fire and Emergency Services (GA)** – Chief Eddie Robinson – 770-889-4451
erobinson@cherokeega.com
- **Paulding County Fire/Rescue (GA)** – Chief Joey Pelfrey – 404-867-2881
jpelfrey@paulding.gov
- **Hinesville Fire Department (GA)** – Captain Andy Fowler – 912-432-1463
afowler@cityofhinesville.org

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Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA1582

Included in our Standard Physical

Medical Component per NFPA 1582 Chapters 6 & 7

- **Comprehensive Medical History**
All necessary forms will be provided
- **Medical Examination - Comprehensive physical exam**
includes- Head, Eyes, Ears, Nose, Throat, Neck, Heart, Lungs, Gastrointestinal, Genitourinary, Lymph nodes, Musculoskeletal, skin, neurological and hernia check
Screening for Skin, Thyroid and Testicular Cancer
- **Vitals**
Height, Weight and Blood Pressure
- **Body Composition**
Bio Impedance Analysis (BIA)
- **Vision**
Snellen(distance) screening
- **Lab Analysis**
Chemistry Screen, CBC, Lipid panel, TSH, and Urinalysis, PSA (Males over 40), CA-125 on all Females, Hemoglobin A1C
 - Bloodwork will be drawn in the morning approximately 2-4 weeks prior to testing
- **Hearing Test**
Audiogram using our Benson audiometers or whisper test
- **Pulmonary Function Testing**
- **EKG - 12-lead resting electrocardiogram**

Fitness Component per NFPA 1582 Chapter 8

- **WFI Submaximal Graded Treadmill Evaluation**
To evaluate aerobic capacity (per NFPA 1582 C.2.1.3)
- **Hand grip strength evaluation (NFPA 1582C.2.1.5)**
- **Vertical Jump Assessment (NFPA 1582 C.2.1.8) or Leg Strength Evaluation (C.2.1.6)**
- **Arm Strength Evaluation (NFPA 1582 C.2.1.7)**
- **Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)**
- **Prone static plank core stabilization assessment (NFPA 1582 C.2.1.11)**
- **Sit and Reach Flexibility evaluation (NFPA 1582 C.2.1.12)**

SiteMed Value - Additional Standard Components

- **One-on-One consultation with a licensed medical provider**
- **Medical provider may be a Physician, Physician's Assistant or Nurse Practitioner**
- **Confidential copy of results and interpretations provided to each firefighter**
- **A Physician will evaluate all charts and issue clearance letters**
- **Clearance letters will be provided within 7 Business days of the physical examination if there are no medical issues requiring follow up**
- **Department Summary report including relevant averages, ranges, and annual comparison statistics.**

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Standard Labs and Screening included in physicals

Chemistry Screening

Screens for Liver Cancer, Biliary Cancer, Diabetes, Gout, Kidney function, Anemia and Liver Disorders

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids

Screening for Cardiovascular Risk

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL- Very Low-Density Lipoprotein Cholesterol
Cholesterol/ HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Thyroid Stimulating Hormone

Screens for Thyroid Disease

Hemoglobin A1C

Screening for Diabetes

Prostate-Specific Antigen (PSA)

Screens for Prostate Cancer

Performed on males 40 years of age and older

Cancer Antigen 125 (CA-125)

Screens for Ovarian Cancer

Performed on all females

American Heart Association / American College of Cardiology

Atherosclerotic Cardiovascular Disease Risk

Calculation of an individual's risk of developing a cardiovascular problem such as a heart attack or stroke within the next 10 years. Calculated for those individuals over the age of 40.

Complete Blood Count (CBC)

Screens for Lymphoma & Leukemia, Anemia and other Blood Disorders

White Blood Cell Count (WBC)
Red Blood Cell Count (RBC)
Hemoglobin
Hematocrit
Platelets
RDW
Mean Corpuscular Volume (MCV)
Mean Corpuscular Hemoglobin (MCH)
Mean Corpuscular Hemoglobin Concentration (MCHC)

Urinalysis

Screens for Bladder and Kidney Cancers

Color	Leukocyte esterase
Ketones	pH
Appearance	Nitrate
Occult Blood	Protein
Specific Gravity	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

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Agreement

Phase 1 (labs and imaging)	<u>3</u> Day	Up to <u>4</u> hrs per day	Maximum # of <u>40</u> people per day
Phase 2 (Medical and Fitness)	<u>4</u> Day	Up to <u>8</u> hrs per day	Maximum # of <u>28</u> people per day

- *Scheduled days to be consecutive unless otherwise noted
- *Minimum program charge includes up to 100 total exams. Additional exams will be billed at \$445 per exam.
- *Maximum of 28 exams per 8 hour day unless otherwise noted.
- *Two day jobs are to be scheduled as afternoon/evening on day 1 and morning on day 2 unless otherwise noted.
- *Ultrasound imaging will be completed on scheduled days only; makeup ultrasounds are not available.

NOTES: _____

Invoicing Terms and Conditions

I acknowledge that the services marked will be provided for 2023 physicals. If changes are made after this agreement is signed an addendum sheet will be provided and signed by both parties. Prices for Additional Services are guaranteed for the first year of this agreement and may increase in subsequent years.

SiteMed will invoice for 50% of the total minimum program charge plus additional services if applicable following Phase 1. The Remaining 50% and any other additional services not previously invoiced will be invoiced following phase 2. Invoices are "Due Upon Receipt". Invoices not paid within 30 days will incur a 1.5% late fee charge.

(Initial)

Any Cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the minimum charge if not rescheduled for a later date. Rescheduling services will not incur a cancellation fee.

(Initial)

If applicable Make Up Exams must be completed within 45 Days following the completion of Phase 2. Exceeding 45 days will incur multiple invoices.

(Initial)

(Initial)

This agreement is made and entered into on this _____ day of _____, 2023 between SiteMed and The Bloomington Fire Department. This agreement shall exist for a period of one (1) year from the signature date.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the terms and conditions outlined above.

Bloomington Fire Department - Representative

Date

SiteMed - Representative

Date

8/24/2023

ONSITE FIREFIGHTER PHYSICALS

1634 White Circle - Suite 101
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



Services Proposal Pricing is guaranteed for 120 days	Quantity	Price	2023
Standard NFPA 1582 Physical ☐ With Fitness Component	Base Program Minimum (100)	\$44,500	\$44,500
Additional NFPA 1582 Physicals	6	\$445	\$2,670
Additional Services			
Lab Corp Collection Fee		\$20	
Behavioral Health Assessment		\$55	
DOT Medical Cards		\$50	
Titmus Vision Screening		\$35	
Cardiopulmonary Exercise Testing (Offered in Marietta office location only)		\$300	
Imaging Services			
Chest -X-rays		\$110	
CT Coronary Calcium Scoring *Not available at all locations * Pricing may vary	54	\$160	\$8,640
Thyroid Ultrasound		\$95	
Abdominal Ultrasound		\$95	
Pelvic / Testicular Ultrasound		\$95	
Abdominal Aortic Aneurysm Ultrasound		\$95	
Carotid Ultrasound		\$95	
Echocardiogram		\$150	
Screening Services			
Tuberculosis Skin Test Read by FD Personnel		\$30	
Tuberculosis Skin Test Read by SiteMed Personnel		TBD	
QuantIFERON TB Gold Blood Test		\$95	
Hepatitis B Antibody Screening		\$32	
Hepatitis C Screening		\$32	
Varicella Antibody Screening		\$55	
Measles, Mumps, Rubella Antibody Screening		\$75	
Blood Testing Services			
Blood Typing (ABO Grouping & Rho)		\$22	
HIV Screening		\$32	
CRP (C-reactive Protein)		\$21	
Cholinesterase, RBC (For Hazmat)		\$42	
Heavy Metals Panel (For Hazmat)		\$150	
NMR Particle Test for Cholesterol		\$45	
Fecal Occult Blood Screening		\$25	
Vaccination Services May require additional travel fees			
Hepatitis A Vaccine (2-Dose Series)		\$95 Per Dose	
Hepatitis B Vaccine (3- Dose Series)		\$85 Per Dose	
Tetanus/ Diphtheria/Pertussis		\$65	
Measles, Mumps, Rubella Vaccine		\$110	
Varicella Vaccine		\$160	
Influenza Vaccine		\$40	
Totals			\$55,870.00

ONSITE FIREFIGHTER PHYSICALS

1634 White Circle – Suite 101
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



Billing Information

Invoices will be addressed to: Contact Person: _____

EMAIL: _____

PHONE NUMBER: _____

PAYMENT/INVOICE PORTAL: _____

Special billing instructions: _____

Agreement Addendum Notes:

Date: _____

SiteMed
Initial

FD Personnel
Initial

Date: _____

SiteMed
Initial

FD Personnel
Initial

Date: _____

SiteMed
Initial

FD Personnel
Initial

Notes:

ONSITE FIREFIGHTER PHYSICALS

1634 White Circle – Suite 101
Marietta, GA 30066
SiteMedFire.com



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, to Increase the Community Development Block Grant (CDBG) budget by \$233,891, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4c. Preservation of property/home valuations

Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On May 1, 2023, the City began the 49th year of administering the Community Development Block Grant ("CDBG") program that is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs. For the City, the CDBG program is managed by the Economic and Community Development Department's Grants Management Division.

In recent years HUD has not notified the City of its annual allocation until after the City's annual budget is approved. Therefore, the budget that staff develops each year is based on estimates using average allocations from previous fiscal years and current Federal budget information. For Fiscal Year ("FY") 2024, the City's annual allocation was \$568,682, which was higher than initial budget projections. In addition to allocation uncertainty when developing the budget, some previous CDBG program year projects are delayed and occur in the following program year. Both of these factors had an impact on the FY 2024 budget. To ensure that Program Year 2023 and remaining Program Year 2022 CDBG projects can be completed, staff prepared this budget ordinance amendment. With this amendment, the budget will reflect planned CDBG spending in FY 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The CDBG program requires that activities in each program year be included in an Annual Action Plan. Annual Action Plans are available for public review and comment for thirty (30) days. A public hearing is also held for each Annual Action Plan to gather community input. Additionally, all CDBG

spending is within the confines of the City's 2020-2024 CDBG Consolidated Plan. Significant public outreach was conducted throughout the development process for the 2020-2024 Consolidated Plan.

FINANCIAL IMPACT: If this amendment is approved, revenues will increase in direct relation to expenditures by \$233,891 resulting in a "net zero" financial impact to the City's General Fund. Failure to approve this amendment request will result in the loss of use of \$233,891 in federal funding.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area); Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), and Objective H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities); Goal H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City), Objective H-2.3 (Rehabilitate housing in the designated Regeneration Area); Goal HL-1 (Create a park and green space system that provides a variety of active and passive recreational and wellness activities for current and future residents), Objective HL-1.2 (Protect, enhance and maintain parks and green space equitably throughout the City); Goal CWB-1 (End chronic homelessness and reduce the severity of situational homelessness), Objective CWB-1.1 Reduce homelessness through programs for prevention); Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Program Year 2023 Budget Amendment Analysis](#)

ORDINANCE NO. 2023 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING
APRIL 30, 2024, TO INCREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BUDGET BY \$233,891**

WHEREAS, on April 10, 2023, by Ordinance Number 2023-027 the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 12, 2023; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2024 Budget, in the amount of \$233,891, to increase the budget for the Community Development Block Grant Budget, as requested by the Economic and Community Development Department.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS**

Section 1. Ordinance Number 2023-027 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2024) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2023-027 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2023-027.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 11th day of September 2023.

APPROVED this ____ day of September 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Community Development Fund FY2024 Budget Amendments							
Org	Object	Project	Description	2024 Revised Budget	Aug 2023 Budget Changes	Updated Budget Aug 2023	Notes
22402410	53110	51000	CD REHAB Federal Grants	-306,290.75	40,000.00	-266,290.75	Adjusted to reflect final Annual Action Plan activities.
22402430	56010	51000	CD REHAB Interest Income	-1.00	0.00	-1.00	
22402430	56030	51000	CD REHAB Interest from Loans	-100.00	0.00	-100.00	
22402430	57581	51000	CD REHAB Loan Repayment	-30,000.00	0.00	-30,000.00	
22402430	70530	51000	CD REHAB Rep/Mt Off & Comp Eq	1,800.00	0.00	1,800.00	
22402430	70610	51000	CD REHAB Advertising	500.00	0.00	500.00	
22402430	70632	51000	CD REHAB Professional Develop	3,000.00	0.00	3,000.00	
22402430	70642	51000	CD REHAB Recording Fees	750.00	0.00	750.00	
22402430	70690	51000	CD REHAB Other Purchased Svcs	25,000.00	0.00	25,000.00	
22402430	79020	51000	CD REHAB Loans	100,000.00	0.00	100,000.00	
22402430	79130	51000	CD REHAB Grants	105,341.75	10,000.00	115,341.75	Adjusted to reflect final Annual Action Plan activities.
22402430	79135	51000	CD REHAB LHC Matching Funds	100,000.00	-50,000.00	50,000.00	Adjusted to reflect final Annual Action Plan activities.
				0.00	0.00	0.00	
Org	Object	Project	Description	2024 Revised Budget	Aug 2023 Budget Changes	Updated Budget Aug 2023	
22402410	53110	52000	CD Federal Grants Cap Imp	-150,000.00	-273,891.00	-423,891.00	Adjusted to reflect final program year activities.
22402440	70651	52000	CD CAP IMP Demolition	88,000.00	17,391.00	105,391.00	Increased to compensate for changes in entitlement grant amount compared to estimates that based the original budget.
22402440	70690	52000	CD CAP IMP Other Purchased Svc	12,000.00	3,000.00	15,000.00	Adjusted to reflect final Annual Action Plan activities.
22402440	72560	52000	CD CAP IMP Sidewalk Const & Im	50,000.00	224,000.00	274,000.00	Increased to compensate for previous program projects that will occur or are scheduled to occur in Program Year 2023.
22402440	79130	52000	CD CAP IMP Grants	0.00	29,500.00	29,500.00	Adjusted to reflect final Annual Action Plan activities.
				0.00	0.00	0.00	
			Total Budget Changes Expenses	486,391.75	233,891.00	720,282.75	
			Total Budget Changes Revenues	-486,391.75	-233,891.00	-720,282.75	



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the Property Located at 1004 Durham Drive, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4e. Strong partnership with residents and neighborhood associations

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: The Applicant, Chelsea Smith, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 1004 Durham Drive.

Summary of Request:

- Chicken-keeping with a chicken coop and fenced enclosure in the rear yard, to keep no more than four egg-laying hens.
- The proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines.
- The Applicant will store food in sealed buckets to deter pests.
- No roosters or chickens for slaughter will be kept.

On Wednesday, July 19, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 7-0 to recommend approval of the Special Use Permit to the City Council, with no conditions. Minutes of the meeting accompany this memorandum. On August 28, 2023, Council voted to table the Item to the September 11, 2023, Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, July 3, 2023, and courtesy notices were mailed to 70 properties within 500 feet of the subject property.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-5 (Provide access to

healthy foods and promote food security to build community), Objective HL-5.1 (Encourage local food production), and Objective HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents).

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[E&CD 2C Staff Report](#)

[E&CD 2D Minutes](#)

ORDINANCE NO. 2023 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1B
(SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1004 DURHAM
DRIVE**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for the keeping of chickens at the property located at 1004 Durham Drive, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said application for said request included a site plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”; and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707 and with the additional Use Provisions as forth in § 44-1011; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS:**

Section 1. That the above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. That the Special Use Permit for Chicken-Keeping at the property at 1004 Durham Drive, legally described in Exhibit “A” and illustrated in Exhibit “B”, is hereby approved.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 11th day of September 2023.

APPROVED this _____ day of September 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

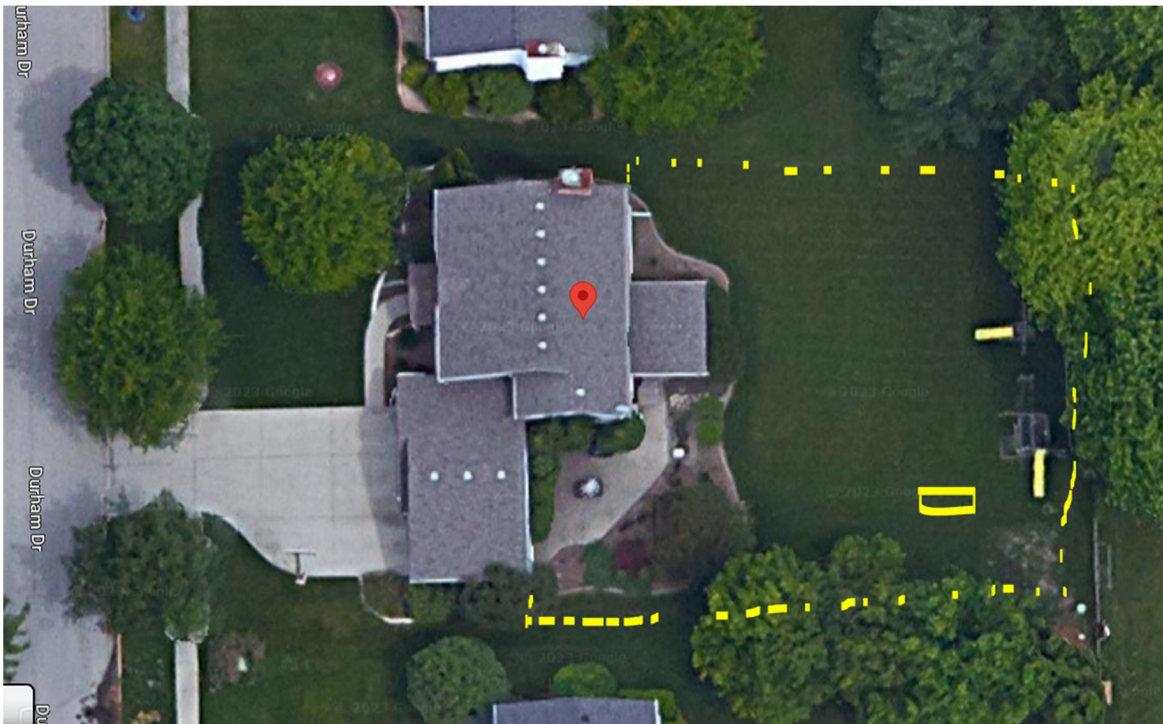
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 195 IN THE FOURTH ADDITION TO THE OAKRIDGE SUBDIVISION IN THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1989, AS DOCUMENT NO. 89-17642, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-12-209-015

EXHIBIT B
Site Plan



TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: July 19, 2023

CASE NO: SP-18-23, Special Use Permit for Chicken-Keeping

REQUEST: Public hearing, review, and action on a request submitted by Chelsea Smith for approval of a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 1004 Durham Drive. PIN: 21-12-209-015.

BACKGROUND

Request

The Applicant seeks a Special Use Permit to allow Chicken-Keeping in the R-1B (Single-Family Residence) District, per § 44-1011, which states, “On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use...” No variations to the code are requested.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, July 3, 2023. Courtesy notices were mailed to 70 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics

The property at 1004 Durham Drive consists of 0.33 acres of land located near the intersection of Dorset Court and Durham Drive in the Oakridge Subdivision. It is improved with a single-family home with an attached garage. The rear yard of this property, where the coop will be located, is entirely screened by a six-foot-tall solid fence.

Surrounding Zoning and Land Uses

Zoning		Land Uses
North	R-1B (Single-Family Residence) District	Single-Family Dwelling Units
South	R-1B (Single-Family Residence) District	Single-Family Dwelling Units
East	R-2 (Mixed Residence) District	Single-Family Dwelling Units
West	R-1B (Single-Family Residence) District	Single-Family Dwelling Units

Description of Current Zoning District

The R-1B (Single-Family Residence) District is intended to provide primarily for the establishment of areas characterized by moderate sized lots and single-family detached dwelling units for occupancy by families. In addition to these dwelling units, related recreational, religious, and cultural facilities intended to serve the immediately surrounding residents are allowed where such facilities are found to be compatible with surrounding residential development. The R-1B district allows densities of up to approximately six dwelling units per acre. (§ 44-401B).

Subject Code Requirements

§ 44-908C-2. “Accessory Building and Uses” indicates Chicken Keeping is permitted as an Accessory Use subject to the provisions of this subsection and any additional requirements of Article X.

§ 44-1011 [Ch. 44, 10-11] Chicken-Keeping (Use Provisions)

- A. On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, or primary use of 1) preschools, 2) private and public schools, and 3) boarding schools, the keeping of up to four chickens may be permitted as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended [...]

Chapter 8 (Animals and Fowl) and Chapter 22 (Health and Sanitation) of the City Code will also apply once the permit has been approved.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-1B (Single-Family Residence) District

1. **The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***Standard is met.***

2. **The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is entirely screened by the existing fencing which would keep the chickens contained within the property. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***Standard is met.***

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The location of the coop meets the minimum setback requirements from the side and rear property lines. The portion of the property where the coop will be placed is entirely screened from neighbors by fencing. The coop and run are movable and, should the petitioner move, can be easily removed

from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met.***

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

The property is served by City utilities and roads; no change to facilities is necessary as part of this Special Use Permit. ***Standard is met.***

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by existing conditions; no change is expected as the result of the Special Use Permit. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-1B (Single Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met.***

Staff has been made aware of the possible existence of Homeowner's Association rules or deed restrictions on this property that may prevent the Applicant from implementing this use that is the subject of this Special Use Permit. As the City cannot enforce private contracts and therefore, cannot enforce deed restrictions, the existence of such may not factor into the Standards for Review unless a rational nexus between their existence and one of the Standards can be established.

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

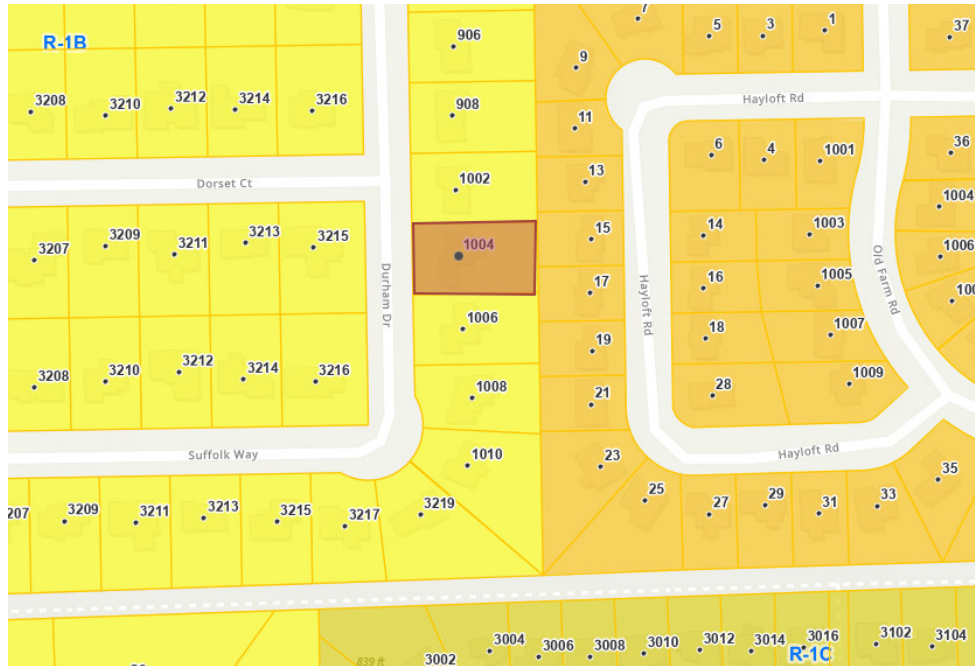
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the petition with no conditions.

Respectfully submitted,
Jon Branham
City Planner

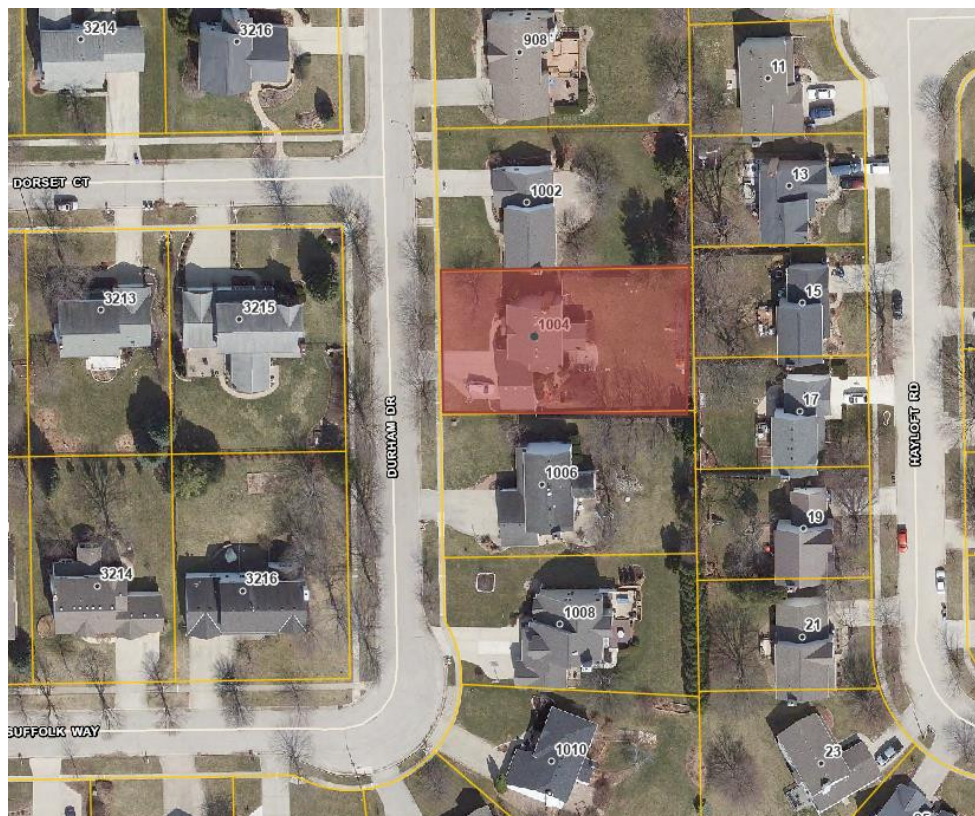
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View
4. Petitioner-Submission - Description of Project
5. Site Plan
6. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View



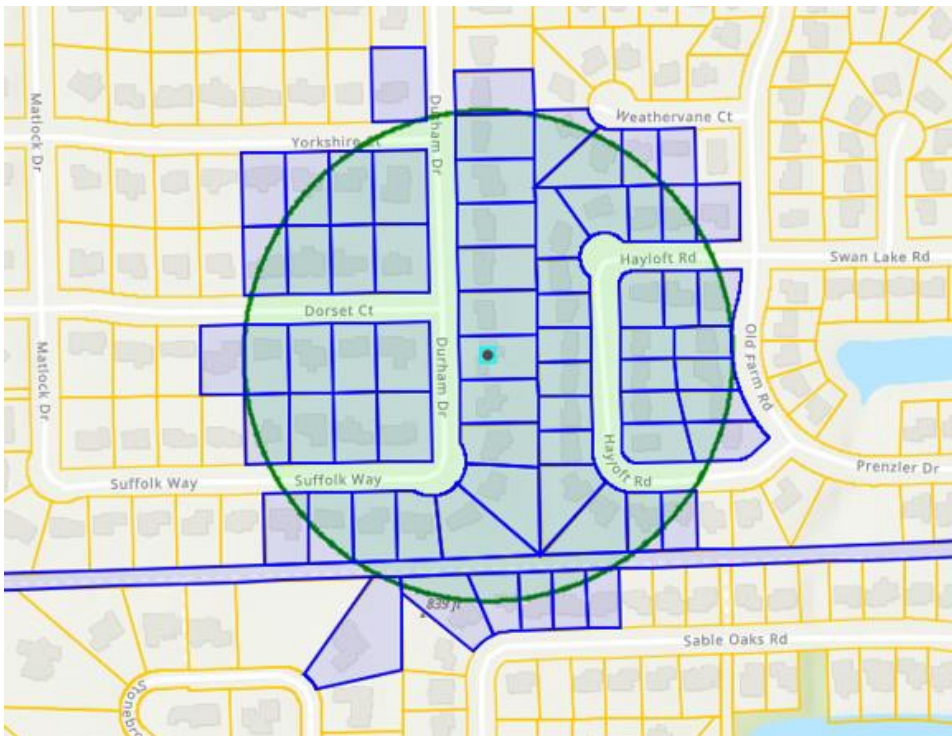
Attachment 4 - Petitioner-Submission - Description of Project

Permission to get 4 chickens.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



Regular Session

The following item was presented:

Item 5.A. SP-18-23 - Public hearing, review, and action on a request submitted by Chelsea Smith, for approval of a Special Use Permit for Chicken-Keeping for the property located at 1004 Durham Drive (PIN: 21-12-209-015).

Mr. Branham provided the staff report and background on the request, with a recommendation for approval. He noted the special use process and use provisions associated with chicken-keeping, as well as key property conditions including a fully screened rear yard. He identified private deed restrictions that exist at the property which the City cannot enforce.

Chelsea Smith (1004 Durham Drive), Petitioner, provided further background on the request. She stated she spoke with her adjacent neighbors and there was general support. She indicated her local Homeowner's Association (HOA) does not allow barnyard animals to be kept by owners, but that other neighbors have reached out in support. She read the letter she submitted with the application, including statements related to health concerns and the HOA's restrictions.

Board Member Harris asked whether the City's Ordinance supersedes HOA items. Mr. George Boyle, Assistant Corporation Counsel, responded that ordinances do not supersede HOA items, but instead they are separate. He advised the Board to judge the case based on its merits per our Code.

Vice Board Chair Ballantini asked petitioner how many HOA board members the Petitioner has spoken to about this issue. Ms. Smith responded she had talked to three members of the board.

Mr. Boyle stated there was hearsay as part of the applicant's statement. He explained testimony is provided only by those in-person. He clarified that persons who emailed opinions are considered public comment and not testimony.

Board Chair Straza asked if there was an image of the proposed coop. Mr. Branham responded that a picture of the coop was not included with the application materials.

Ms. Smith stated they already have a coop picked out and it has been constructed. She added the chickens are already at the residence. She stated she originally bought them as chicks with no intent to permanently keep them but decided to keep them later.

Peggy Jacobs (1006 Durham Drive), spoke on behalf of Petitioner, stated she is a HOA board member. She stated she is in favor of the chickens and has no issues.

Catherine Sturdyvin (3114 Preston Drive) spoke on behalf of Petitioner, highlighted the character of the applicant, and stated that she has no concerns that the Petitioner can maintain the standards of the special use.

Jeff Hindman (3206 Yorkshire Court) spoke against the Petitioner. He stated he is the President of the HOA and was not approach by the Petitioner. He stated that he is against the item due to it being in violation of the covenants of the HOA agreement.

Board Member Zwaga asked if there has been resistance from other members in the HOA. Mr. Hindman responded yes.

Vice Board Chair Ballantini asked if the covenants have been updated since chicken-keeping became legal. Mr. Hindman responded no.

Diana Nealey (1003 Matlock Drive), spoke against the Petitioner. She stated she does not want chickens in Oakridge Subdivision. She expressed confusion about the process and allowable placement of the coop.

Tom McComas (15 Hayloft Road), spoke against the Petitioner. He stated that the chickens were obtained prior to being brought to any neighbors' attention. He expressed concern that the chickens may cause problems with other animals in the area. He said the coop is nice and well kept, however it is against the covenants. He stated that is the same reason why he cannot have a shed on his property.

Board Member Webb asked about whether HOA item could be considered a review factor.

Mr. Boyle stated HOA could not be considered a factor. He stated the Board's scope of work is reviewing the standards in our Code.

Michelle McComas (15 Hayloft Road), spoke against the Petitioner. She agreed with Mr. McComas' statement. She expressed concern if the chickens possibly flew over the fence. Additionally, she was concerned about letters submitted in favor of the request.

Chair Straza clarified that emails or letter submitted are considered public comment and not testimony.

Vice Board Ballantini asked the Petitioner if the chickens roam freely in the yard. Ms. Smith stated they are in the backyard sometimes, but she is happy to do what she needs to do to comply.

Ms. Pemberton discussed prior cases and requests, and what forms of structures and site plans have been reviewed and approved in the past.

Board Member Harris made a motion, seconded by Vice Board Chair Ballantini, to Motion to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request with no conditions.
Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Motion passed.

Mr. Branham noted the case would proceed to the August 28th City Council meeting.

The following item was presented:

Item 5.B. V-09-23 - Public hearing, review, and action on a request submitted by Kris Spaulding, representing owner Michael Wiese, for approval of a **Variance** to allow a reduced Rear Yard setback in the R-1C (Single-Family Residence) District for the property located at 18 Pembroke Circle (PIN: 21-12-152-014).

Mr. Branham presented the Staff Report and background on the request, with recommendation for approval. He noted key property conditions including the curvilinear nature of the lot.

Kris Spaulding (715 N. Morris Avenue), representing the Petitioner, spoke on behalf of the request. He provided further background and stated the lot is irregularly shaped, resulting in a small portion of one corner of the addition encroaching into the required yard.

Board Member Harris made a motion, seconded by Board Member Zwaga, to Motion to establish findings of fact that all standards for approval of a Variance are met, and to approve of the request for a 23.7-foot rear yard along the south side of the property.

Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Noonan; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Motion passed.

The following item was presented:

Item 5.C. SP-17 -23 - Public hearing, review, and action on a request submitted by William Bentley, for approval of a **Special Use Permit** for a Vehicle Repair & Service Use, in the B-1 (General Commercial) District for the property located at 1508 S. East Street (PIN: 21-09-339-015).

Mr. Branham presented the staff report and background on the request, with a recommendation for approval.

William Bentley (1508 S. East Steet), Petitioner, provided further background on the request. He noted the building's previous use as a Kennel, and stated he is trying to convert it to a vehicle repair or detail shop. He stated the shop would be in character with the surrounding nonresidential uses, which include vehicle service uses.

Board Member Harris asked whether the location has previously been utilized as a Vehicle Repair use. Mr. Bentley responded no, it has been a Kennel since about 2001 and closed just over one year ago.



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, to increase reserve expenditures by \$100,000 for a City RAISE Grant match to the McLean County Regional Planning Commission, to be paid / through the Illinois Department of Transportation (IDOT), as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Staff recommends approval of the attached Budget Amendment Ordinance allowing a City match for a \$100,000 federal RAISE grant to the McLean County Regional Planning Commission (MCRPC) to create a Veterans Parkway Corridor Improvement Plan. This amendment, if approved, will create a plan for revitalizing the Veteran's Parkway corridor, supporting multiple modes of transportation, and identifying ways to address safety concerns if applicable. While not the complete focus, a significant portion of the Plan will identify safety improvements and it will also focus on improving access for pedestrians, revitalizing the corridor, and supporting other forms of transportation (bicycles, transit, etc.). Veterans Parkway has grown over the years from a 4-lane by-pass into a critical artery for local business and commerce. However, that growth has come with little coordination for alternative modes of mobility, e.g. walking, bicycling, and the nearby development pattern, which presents many issues. The area has also had a history of vehicular and pedestrian accidents in recent years.

The project will engage with the local community to identify corridor needs that could include, among other items, ramps with rolling access for individuals with disabilities, improved signage, land bridges, and curbside management, in addition to enhanced pedestrian, bicycle, and transit facilities.

The City of Bloomington, Town of Normal, McLean County, Connect Transit, and McLean County Regional Planning Commission will serve as project partners. The total project budget is \$675,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The McLean County Regional

Planning Commission (MCRPC), the City of Bloomington, the Town of Normal, Connect Transit, McLean County, Federal legislators, and the Illinois Department of Transportation were all consulted as part of the grant application. Partner entities will work with the public to design the plan.

FINANCIAL IMPACT: If approved, the City will amend the General Fund Budget to utilize reserves in the amount of \$100,000 to provide the RAISE Grant match. This will be paid from the Planning - Other Purchased Services account (10015420-79990). Please see the "Exhibit" for the details on the accounts adjusted via the budget amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for a safe and efficient movements of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system)

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager

ATTACHMENTS:

[ADM 2B Ordinance](#)

[ADM 2C Ordinance Exhibit A](#)

[ADM 2D RAISE Grants Planning Fact Sheet](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2024, TO INCREASE RESERVE EXPENDITURES BY \$100,000 FOR A CITY RAISE GRANT MATCH TO THE MCLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, on April 10, 2023 by Ordinance Number 2023-027, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 12, 2023; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2024 Budget to increase the FY 2024 General Fund Budget by \$100,000 which is the City contribution of a planning grant (RAISE Grant) match that will support the development of an improvement plan for Veteran's Parkway, as requested by Administration and the Finance Department.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Section 1. Ordinance Number 2023-027 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2024) is further hereby amended by inserting the following line items and amount presented in Exhibit A and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2023-027 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2023-027.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 11th day of September 2023.

APPROVED this ____ day of September 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Non-Departmental-Use of Fund Balance	\$ (100,000.00)
10015420-79990	General	Planning-Other Misc. Expense	\$ 100,000.00
Net Transaction:			\$ -

RAISE Grants

Rebuilding America Infrastructure with Sustainability and Equity



U.S. Department
of Transportation

Rural, Planning

Veterans Parkway Corridor Plan

County of McLean

Bloomington, Illinois

Grant Funding: \$100,000

Estimated Total Project Costs: \$675,000

Description:

This planning grant will support the development of a safety improvement plan for Veteran's Parkway in Bloomington, Illinois. Veteran's Parkway is a 10-mile arterial that connects with I-55 on both ends and serves as the southern and eastern bypass of the Bloomington-Normal region. The project will engage with local community to identify potential safety improvements including ramps with rolling access for the disabled, improved signage, land bridges, and curbside management, in addition to enhanced pedestrian, bicycle and transit facilities.

Benefits:

The project will document safety deficiencies and formulate potential solutions to reduce hazards. Once implemented, the improvements are expected to increase accessibility and provide more transportation options for travelers in the area, enhancing quality of life. By attracting more users to transit or non-motorized options, the project will help reduce emissions and benefit environmental sustainability.



The Rebuilding American Infrastructure with Sustainability and Equity, or RAISE Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as BUILD and TIGER, Congress has dedicated nearly \$10.1 billion for 13 rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact. The President's Bipartisan Infrastructure Bill will add \$1.5 billion per year to this program.



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change of Ownership and DBA Change for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Braize, LLC (Applicant), located at 1406 E. Empire St., is requesting approval of a Change of Ownership and Change in their Doing Business As ("DBA") Name for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

The current DBA is Braize and the proposed DBA is Empire Coffee.

The proposed owners also own Bar @ Pop-Up, located at 409 N. Hershey Rd.

City Code requires that whenever a 5% change in ownership or more will occur for a license holder, the change must be approved by the Liquor Commission and at the Commission's discretion also approved by the Council.

The license holder is seeking approval for the following change:

Current Ownership: Brandon Leach, 100%

Proposed Ownership: Brett Matthews, 50%; and Robert McDermott, 50%

On August 8, 2023, the Liquor Commission approved the Change in Ownership and DBA Change as presented above and positively recommended it to the Council for further consideration.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on July 30, 2023, in The Pantagraph. 22 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a broad range of employment opportunities for all residents); Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application_Empire Coffee](#)

[CLK 2C DRAFT Minutes](#)

September 1, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: BRAIZE, LLC

D/B/A: EMPIRE COFFEE

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- Letter outlining Change in Ownership, signed by both parties
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Articles of Organization
- Bloomington/Normal Food & Beverage Tax Form
- Lease
 - 06/01/2023 – 05/31/2026
- Computer Generated Site/Floor Plan

Establishment currently holds the following additional licenses:

- RAS (Restaurant, All Types of Alcohol, and Sunday Sales)

Due before License Issuance:

- Insurance
- Bond
- ECD Inspection
- Health Dept. Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Braize LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Empire Coffee* (The Love Shack in process of
Legal Entity Address <i>(including City, State, and Zip)</i>	1406 E. Empire Bloomington, IL 61701
Legal Entity Phone Number	309.829.5777
Legal Entity Email Address	Brett@BloNoPizzaCo.com
Establishment Address including Zip	1406 E. Empire Bloomington, IL 61701
Establishment Phone Number	309.829.5777
Establishment Email Address	Brett@BloNoPizzaCo.com
*Email Address for <u>ALL</u> City Communications:	Brett@BloNoPizzaCo.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Brett Matthews	Bloomington	IL	61704
Phone Number	Email Address		
	Brett@BloNoPizzaCo.com		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☒ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes ☒ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant - Bakery & Coffee Focus
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RA
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
We intend to offer limited Beer & Wine at all times and would like the flexibility to offer some cocktails if
7. If approved, how would the liquor license benefit the City and its residents? _____
We believe there is a need for a nice bread focused bakery in this area, and that this part of town needs
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
No plans at this time
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived?
We anticipate most of the sales to come from Bakery items. Coffee and related beverages
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7a	7p
Tuesday:	7a	7p
Wednesday:	7a	7p
Thursday:	7a	7p
Friday:	7a	7p
Saturday:	7a	7p
Sunday:	7a	7p
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Pawn Shop, Small Office Building, some apartments, abandoned Car Wash
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
Appears to be all daytime hours for surrounding Pawn Shop, Hardware Store and Restaurant
 - 2B. Is the area predominately residential, are they single or multi-family homes?
Mostly commercial with some apartments
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Frontage Road of Empire. Normal 2-lane directional width. Significant traffic on the primary road, limited traffic on the frontage
4. How much additional traffic is expected to be generated with a liquor license? _____
Minimal Impact
5. Describe any and all on- and off-street parking: _____
Parking lot has around 30 spots
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 0 or 1 Garden of _____

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: We own Fine EatZ LLC dba BloNo Pizza Co and Around the Corner 2
5. ☒ Yes ☐ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* I believe we had an issue with
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Brett Matthews

Owner

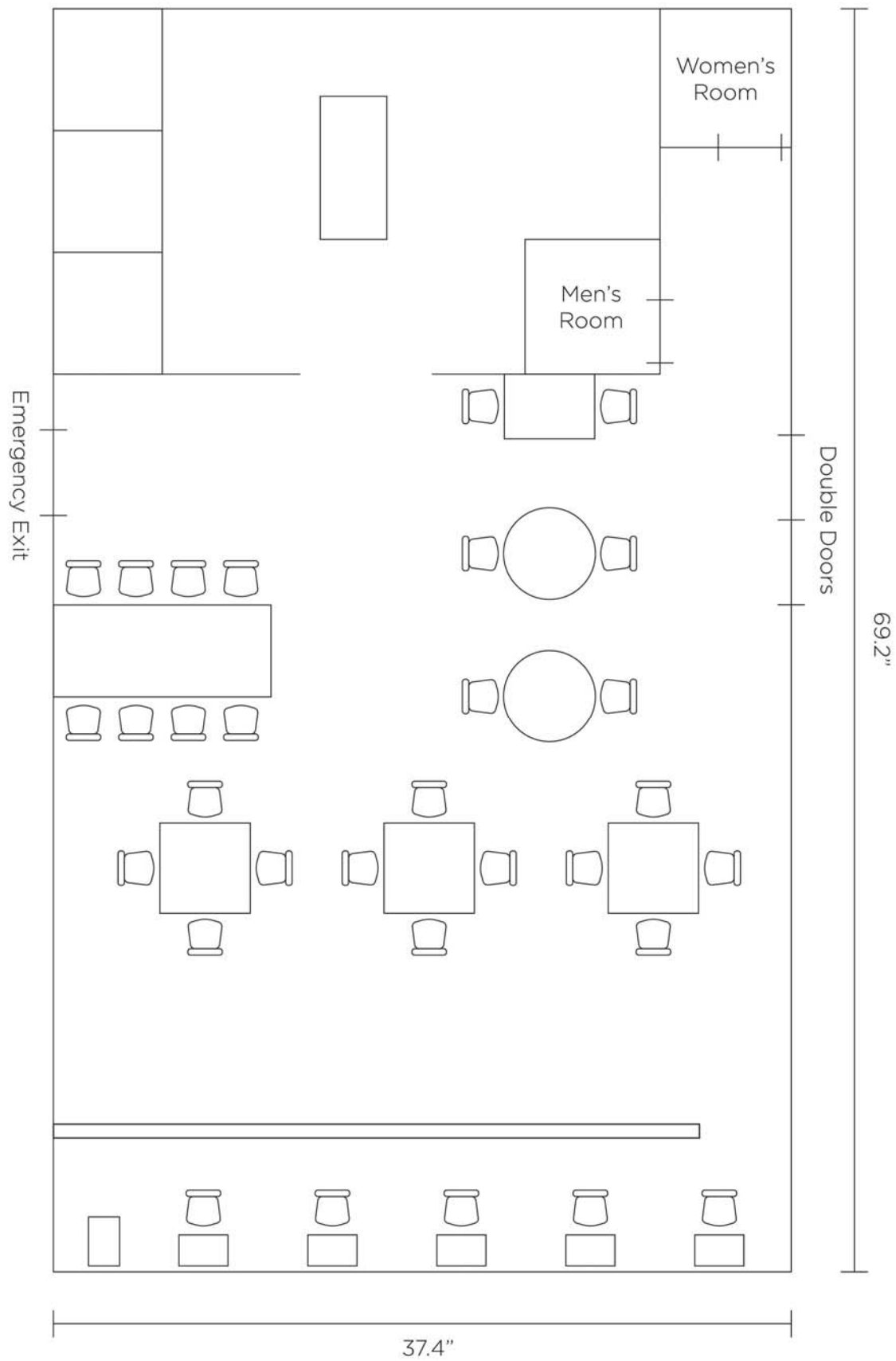
Name (Please Print)

Title

07/10/2023

Signature

Date



Ms. Williams explained the nature of the change. She would remove Michael Williams from the liquor license as he was not involved in the day-to-day business. She stated there would be no other changes to operations.

Staff had no comments or concerns.

George Boyle, Asst. Corporation Counsel, stated that since there had been no issues with the establishment, there were no concerns from the Legal Department.

Commissioner Meister closed the Public Hearing at 4:07 p.m.

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change of Ownership and Change in DBA Name for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:08 p.m.

Brett Matthews, Proposed Co-Owner of Braize, LLC, after being sworn, addressed the Commission. Mr. Matthews and his business partner, Robert McDermott, would purchase 100% of Braize, LLC, from Brandon Leach, the current Owner, and would operate the business as a coffee shop and bakery.

Commissioner Meister clarified that it would be a coffee shop and bakery, which included the sale of alcohol. Mr. Matthews explained that Mr. Boyle shared the Liquor License Classifications definitions and believed a Class RAS best fit what they planned to do. He stated they liked the location for Video Gaming, and since Liquor Licensing was a part of that, they would provide a small amount of beer and wine with the flexibility to have liquor as an option.

Commissioner Meister asked what the hours would be, and Mr. Matthews stated he planned to be open every day from 7 a.m. to 7 p.m.

Commissioner Meister asked if the staff would be BASSET Certified. Mr. Matthews stated that the current staff was trained, and incoming staff would be trained as well.

Commissioner Meister asked if there would be live music. Mr. Matthews explained that they would have slam poetry events and similar options as opposed to actual live music.

Mr. Boyle confirmed the sale of alcohol must be less than the sale of food. Mr. Matthews stated he estimated it would be 98% food to 2% liquor. He said liquor sales were not anticipated to be significant.

Mr. Boyle asked about other businesses they own. Mr. Matthews mentioned Bar @ Pop-Up in Bloomington and Blono Pizza Co. in Normal.

Mr. Boyle stated there had been no issues with alcohol or management with the other business in Bloomington.

Paul Williams, Asst. Police Chief, asked if there would be rentals or parties in the space. Mr. Matthews answered no.

Chris McAllister, Building Official, reminded the applicant to obtain the appropriate permits from the Economic & Community Development Department for any upgrades and remodeling. Mr. Matthews stated that all permits would be applied for.

Commissioner Meister asked about the capacity of the space. Mr. Matthews stated they would start with 30 seats and utilize lounge seating, adding additional seating if necessary.

Amanda Stutsman, Deputy City Clerk, provided a reminder about the 50% rule for Video Gaming Terminals.

Staff had no additional comments or concerns.

Commissioner Meister closed the Public Hearing at 4:13 p.m.

Commissioner Meister positively recommended the Item to Council.

Old Business

No Old Business was discussed.

New Business

No New Business was discussed.

Executive Session

No Executive Session was held.

Adjournment

Commissioner Meister adjourned the meeting.

The meeting adjourned at 4:13 p.m.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Commissioner

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Application from MBD Bros, LLC, d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., Requesting Approval of a Change of Ownership for their Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: MBD Bros, LLC (Applicant), located at 4113 E. Oakland Ave., holds a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License. Michael Williams will be stepping down from ownership. There will be no other changes to the business besides the proposed ownership change.

City Code requires that whenever a 5% change in ownership or more will occur for a license holder, the change must be approved by the Liquor Commission and at the Commission's discretion also approved by the Council.

The license holder is now seeking approval for the following change:

Current Ownership Structure: Erin Williams, 50%; and Michael Williams, 50%

Proposed Ownership Structure: Erin Williams, 100%

On August 8, 2023, the Liquor Commission approved the Change in Ownership as presented above and positively recommended it to the Council for further consideration.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on July 30, 2023, in The Pantagraph. 7 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class EAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all

applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a broad range of employment opportunities for all residents); Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 3B Application_Iron Coyote Challenge Park](#)

[CLK 3C DRAFT Minutes](#)

September 1, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: MBD BROS, LLC

D/B/A: IRON COYOTE CHALLENGE PARK

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- Letter outlining Change in Ownership, signed by both parties
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Computer Generated Site/Floor Plan
- Insurance
- Bond

Establishment currently holds the following additional licenses:

- EAS (Entertainment, All Types of Alcohol, and Sunday Sales)

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	MBD BROS, LLC
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	Iron Coyote Challenge Park
Legal Entity Address (including City, State, and Zip)	4113 E Oakland ave Bloomington, IL 61704
Legal Entity Phone Number	3092057500
Legal Entity Email Address	Erin@ironcoyotepark.com
Establishment Address including Zip	4113 E Oakland ave Bloomington, IL 61704
Establishment Phone Number	3092057500
Establishment Email Address	Erin@ironcoyotepark.com
*Email Address for <u>ALL</u> City Communications:	Erin@ironcoyotepark.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Erin Williams	Bloomington	IL	61704
Phone Number	Email Address		
	Erin@ironcoyotepark.com		

Contact Information for the Legal Entity's Agent: (If applicable)

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: (If different than above)

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor (Fee applies to all except CA, EA, RA, or TA)	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)	\$112.50	\$225	\$150	\$300
S	Sunday (Fee applies to all except CA & CB)	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☒ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☒ **Yes** **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* Michael Williams 50% (removing from license) Erin Williams
☐ **No**
☐ **N/A**

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ **Yes** ☐ **No** Are 21 years of age or older.
☒ **Yes** ☐ **No** Are citizens of the United States.
☒ **Yes** ☐ **No** Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ **Yes** ☐ **No** Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ **Yes** ☐ **No** Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ **Yes** ☐ **No** Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ **Yes** ☐ **No** Is the General Manager a resident of McLean County?
- ☐ **Yes** ☒ **No** Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ **Yes** ☒ **No** Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) restaurant
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RAS
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Change in ownership
7. If approved, how would the liquor license benefit the City and its residents? Bring variety to the community
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	10am	10pm
Tuesday:	10am	10pm
Wednesday:	10am	10pm
Thursday:	10am	10pm
Friday:	10am	10pm
Saturday:	10am	12am
Sunday:	10am	8pm
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
9am-5pm Monday thru Friday
 - 2B. Is the area predominately residential, are they single or multi-family homes?
no
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Oakland ave and Banco drive
4. How much additional traffic is expected to be generated with a liquor license? _____
25% INCREASE in restaurant sales
5. Describe any and all on- and off-street parking: _____
Private parking lot
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? zero

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☐ Yes ☒ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Change in ownership - Erin Williams 100%. Removing Michael Williams from 50% ownership

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Erin Williams

Name (Please Print)

Owner

Title

July 18th, 2023

Date



MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, AUGUST 8, 2023, 4:00 PM

The Liquor Commission convened in regular session at 4:00 PM, August 8, 2023. Commissioner Meister called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Liquor Commissioner	Present
Mboka Mwilambwe	Chair & Liquor Commissioner	Absent

Staff Advisors

Attendee Name	Title	Status
Amanda Stutsman	Deputy City Clerk	Present
Paul Williams	Asst. Police Chief	Present
George Boyle	Asst. Corp. Counsel	Present

Public Comment

No Public Comment was received.

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled from the Consent Agenda for discussion are listed and voted on separately.

Commissioner Meister approved the Consent Agenda as presented.

Item 4. A. Consideration and Action to Approve the Minutes of the July 11, 2023, Regular Liquor Commission Meeting.

Regular Agenda

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

The following item was presented:

Item 5. A. Public Hearing and Action on an Application from MBD Bros, LLC, d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., Requesting Approval of a Change of Ownership for their Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:05 p.m.

Erin Williams, Owner of MBD Bros, LLC, after being sworn, addressed the Commission.

MINUTES

LIQUOR COMMISSION - REGULAR SESSION

TUESDAY, AUGUST 8, 2023, 4:00 P.M.

Ms. Williams explained the nature of the change. She would remove Michael Williams from the liquor license as he was not involved in the day-to-day business. She stated there would be no other changes to operations.

Staff had no comments or concerns.

George Boyle, Asst. Corporation Counsel, stated that since there had been no issues with the establishment, there were no concerns from the Legal Department.

Commissioner Meister closed the Public Hearing at 4:07 p.m.

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change of Ownership and Change in DBA Name for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:08 p.m.

Brett Matthews, Proposed Co-Owner of Braize, LLC, after being sworn, addressed the Commission. Mr. Matthews and his business partner, Robert McDermott, would purchase 100% of Braize, LLC, from Brandon Leach, the current Owner, and would operate the business as a coffee shop and bakery.

Commissioner Meister clarified that it would be a coffee shop and bakery, which included the sale of alcohol. Mr. Matthews explained that Mr. Boyle shared the Liquor License Classifications definitions and believed a Class RAS best fit what they planned to do. He stated they liked the location for Video Gaming, and since Liquor Licensing was a part of that, they would provide a small amount of beer and wine with the flexibility to have liquor as an option.

Commissioner Meister asked what the hours would be, and Mr. Matthews stated he planned to be open every day from 7 a.m. to 7 p.m.

Commissioner Meister asked if the staff would be BASSET Certified. Mr. Matthews stated that the current staff was trained, and incoming staff would be trained as well.

Commissioner Meister asked if there would be live music. Mr. Matthews explained that they would have slam poetry events and similar options as opposed to actual live music.

Mr. Boyle confirmed the sale of alcohol must be less than the sale of food. Mr. Matthews stated he estimated it would be 98% food to 2% liquor. He said liquor sales were not anticipated to be significant.

Mr. Boyle asked about other businesses they own. Mr. Matthews mentioned Bar @ Pop-Up in Bloomington and Blono Pizza Co. in Normal.

Mr. Boyle stated there had been no issues with alcohol or management with the other business in Bloomington.

Paul Williams, Asst. Police Chief, asked if there would be rentals or parties in the space. Mr. Matthews answered no.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: September 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving the Sixth Amendment to the Contract Between the City of Bloomington and Tim Gleason, as requested by City Council and Mayor Mboka Mwilambwe.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: On June 25, 2018, Council approved the initial employment agreement with Tim Gleason, City Manager. The performance review for the City Manager's fifth year of service resulted in "often exceeds expectations." As a result, an Ordinance is being presented to provide the City Manager with a 5% raise, retroactive to July 23, 2023, in addition to a 6th week of vacation, and an agreement to cover all costs associated with the City Manager's participation in the Mayo Executive Health Program annual physical.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial terms are set forth in the attached Ordinance.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporate Counsel

ATTACHMENTS:

[LGL 1B Ordinance](#)

ORDINANCE 2023 - ____

**AN ORDINANCE APPROVING THE SIXTH AMENDMENT TO THE CONTRACT
BETWEEN THE CITY OF BLOOMINGTON AND TIM GLEASON**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, on June 25, 2018, the Council approved the initial employment agreement with Tim Gleason, City Manager; and

WHEREAS, the City Council subsequently approved various amendments to the Contract; and

WHEREAS, the performance of the City Manager in 2022-2023 is deemed to have often exceeded expectations, and as a result thereof the City Council desires to provide an increase of 5.0% in the City Manager’s base salary effective July 23, 2023, to provide one additional week of vacation, and to cover all costs associated with the City Manager’s participation in the Mayo Executive Health Program annual physical; and

WHEREAS, the City Council desires to approve Exhibit A attached, a Sixth Amendment to the employment agreement to reflect the new salary and additional benefits.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. The City Council hereby approves the Sixth Amendment to the Contract Between the City of Bloomington and Tim Gleason as set forth on Exhibit A. The City Mayor and City Clerk are hereby authorized to execute said Sixth Amendment.

Section 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

Section 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 5. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 6. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted Article VII, Section 6 of the 1970 Illinois Constitution.

Section 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 11th day of September 2023.

APPROVED this ____ day of September 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

SIXTH AMENDMENT TO CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND TIMOTHY A. GLEASON

This Sixth Amendment to the Contract between the City of Bloomington and Timothy A. Gleason is made on this ____ day of September 2023, as set forth herein, between the CITY OF BLOOMINGTON, a municipal corporation in the County of McLean and State of Illinois (“City”), and TIM GLEASON (“Gleason”).

RECITALS

- A. On June 25, 2018, the City entered into a contract with Tim Gleason for him to serve as the City Manager for the City of Bloomington.
- B. The City previously approved other amendments to the contract.
- C. The parties desire to further amend the contract to adjust the salary and provide additional benefits based on the contract’s performance criteria.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree as follows:

- 1. The recitals set forth above shall be incorporated into the terms and conditions of this Sixth Amendment as if fully set forth herein.
- 2. Section 6(A) shall be amended, in pertinent part, as follows:
 - A. City agrees to pay Manager for services rendered pursuant hereto an annual base salary of Two-Hundred and Nineteen Thousand and Six-Hundred and Eighty-Five Dollars (\$219,685.00) effective July 23, 2022, ~~Two-Hundred and Nine Thousand and Two-Hundred and Twenty-Four Dollars (\$209,224.00) effective July 23, 2022~~ payable in installments at the same time as other Employees of the City are paid.
- 3. Section 11 (B) shall be amended as follows:
 - B. The Manager shall receive six (6) ~~five (5)~~ weeks of paid vacation annually, effective and commencing on the first day of his employment, until he reaches the point in the vacation schedule for non-bargaining unit managers of the City where he would be eligible for more than six

(6) five (5) weeks of vacation, in which case he shall accrue at the same rate as other non-bargaining unit managers of the City.

4. A new Section 11 (H) shall be added as follows:

H. Mayo Executive Health Program. The City shall cover all associated costs for the Manager to undergo an annual physical through the Mayo Executive Health Program.

5. In all other respects the Contract Between the City of Bloomington and Tim Gleason shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Contract Between the City of Bloomington and Timothy A. Gleason in duplicate this day and year first above written.

CITY OF BLOOMINGTON

TIM GLEASON

By: _____
Its City Mayor

By: _____
Tim Gleason

ATTEST:

By: _____
Its City Clerk