

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
FEBRUARY 12, 2024**



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
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, FEBRUARY 12, 2024, 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. Proclamation for Health for Humanity Yoga Awareness Period, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - B. Recognition of Central Illinois Woodworkers Club for contribution of time and skills to the Train Project and Empire Junction Park, as requested by the Parks & Recreation Department. (*Recommended Motion: None; presentation only.*) (*Presentation by David Lamb, Parks & Recreation Department Assistant Director, 5 minutes.*)
 - C. Recognition of Board & Commission Appointments, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
6. Public Hearings
 - A. Public Hearing on the Program Year 2024 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department. (*Recommended Motion: None; presentation and public hearing only.*) (*Presentation by Melissa Hon, Economic & Community Development Department Director, and William Bessler, Grants Manager, 10 minutes; and City Council Discussion, 5 minutes.*)
 - B. Public Hearing on the Community Development Block Grant (CDBG) Citizen Participation Plan, as requested by the Economic & Community Development Department. (*Recommended Motion: None; presentation and public hearing only.*) (*Presentation by Melissa Hon, Economic & Community Development Department Director, and William Bessler, Grants Manager, 3 minutes; and City Council Discussion, 5 minutes.*)
7. 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.

8. 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 on Approving the Minutes of the January 8, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,501,281, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on Approving a Change Order in the Amount of \$5,925 for the Den Roof Project, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Change Order be approved.)*
- D. Consideration and Action on Approving a Change Order to Purchase Order Number #20240063 for the Fiscal Year 2024 Utility Maintenance Contract with George Gildner Inc., in the Amount of \$500,000, as requested by the Water Department. *(Recommended Motion: The proposed Change Order be approved.)*
- E. Consideration and Action on Approving the Purchase of Network Access Layer Switch Hardware from Sentinel Technologies for Replacement of Aging Devices, in the Amount of \$222,129, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and Action to Approve Expanding the Automatic License Plate Reader (ALPR) Program to Work in Conjunction with the Public Safety Camera System (PSCS) through the Purchase of 10 Additional Flock, Inc. Licenses, an Additional Portable ALPR Camera, and OS Platform Software, in the Amount of \$67,400, as requested by the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*
- G. Consideration and Action on Approving an Agreement with Brightly Software Inc., to provide implementation and hosting services for Asset Essentials and Energy Manager Solutions for a Total Amount of \$241,810.31 for the Initial Setup, Implementation, and Annual Subscriptions through FY 2027, as requested by the Information Technology Department and the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Agreement be approved.)*
- H. Consideration and Action on a Resolution Authorizing the Operation of Non-Highway Vehicles on Designated Streets during Designated Events, as requested by the Legal Department. *(Recommended Motion: The Resolution be approved.)*
- I. Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024 in the Amount of \$311,168; and (2) Consideration and Action on Approving an Agreement with TNT Golf Car and Motorsports, for 64 Golf Carts for The Den at Fox Creek, in the Amount of \$311,168 (Bid #2024-27), as requested by the Parks & Recreation Department.

(Recommended Motion: The proposed Ordinance and Agreement be approved.)

9. Regular Agenda

- A. Consideration and Action on a Resolution Approving the Fiscal Year 2025 John M. Scott Health Care Trust Category II Grant Awards and Programmatic Agreements, in the Amount of \$463,638.91, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by William Bessler, Grants Manager, and Kyana Wilkinson, JMS Commission Chairperson, 10 minutes; and City Council Discussion, 10 minutes.)*
- B. Presentation of the FY2025 Budget Preview, as requested by the Finance Department. *(Recommended Motion: None; presentation and discussion only.) (Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council Discussion, 20 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. 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: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Health for Humanity Yoga Awareness Period, 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 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

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 Health for Humanity Yogathon Day Proclamation 2024](#)

Proclamation

In Recognition of the Health for Humanity Yogathon
Organized by Hindu Swayamsevak Sangh USA
13th to 28th January 2024

WHEREAS, YOGA is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical wellbeing; and

WHEREAS, SURYA NAMASKAR (SUN Salutation) is a traditional yogic practice combining a sequence of postures with breathing exercises that provides the key health benefits of YOGA in a very succinct package; and

WHEREAS, HINDU SWAYAMSEVAK SANGH, or HSS, is a nonprofit charitable organization with over 235 branches in 164 cities and in 34 states including Illinois, through which it conducts a Hindu values education program for the Hindu families, and community service activities such as food drives, providing hot meals to shelters and other Sewa ("Service") activities in several cities across USA; and

WHEREAS, HSS is conducting the 19th consecutive annual awareness program Health for Humanity which is a nationwide effort to promote friendship, mutual understanding and good health among multi-cultural and diverse members of the community; and

WHEREAS, YOGA enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathon; and

WHEREAS, The Health for Humanity program will be conducted January 13-28, 2024, and will be free and open to all people, for learning a unique set of yoga postures called Surya Namaskar. YOGA enthusiasts and local organizations are participating in this event.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington city council, do hereby, proclaim 13th – 28th January, 2024 as

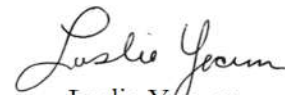
HEALTH FOR HUMANITY YOGA AWARENESS PERIOD

In Bloomington and urge residents to join Health for Humanity Yogathan.



Mboka Mwilambwe
Mayor





Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Central Illinois Woodworkers Club for contribution of time and skills to the Train Project and Empire Junction Park, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: None; presentation only.

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

BACKGROUND: In June of 2023, Central Illinois Woodworkers approached the Parks & Recreation Department with the idea of a train exhibit piece for Empire Junction Park. This follows the history of the area well. Empire Junction Park is along a portion of Constitution Trail that was converted from a rail line. Parks & Recreation worked with the Central Illinois Woodworkers Club to provide the City and park users with a train exhibit piece at the park.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Central Illinois Woodworkers Club

FINANCIAL IMPACT: Donation of approximately \$5000 in manhours of skilled labor to the City

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 Director of Parks & Recreation

ATTACHMENTS:

[P&R 1B Picture 1](#)

[P&R 1C Picture 2](#)

[P&R 1D Picture 3](#)

[P&R 1E Picture 4](#)











RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Appointments, 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 appointments are representative of City Council's approval from the January 24, 2024 Special Session 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 2B Recognition of Appointment from 012424 Council](#)

Appointment

Welcoming America Commission:

- **Adinda Akmal**
- **Surinder Sethi**
- **Levi Sturgeon**
- **Heather Witt**

Appointment

Public Safety & Community Relations Board:

- **Tylian Smith**

Historic Preservation Commission:

- **Mark Adams**



PUBLIC HEARINGS ITEM NO. 6.A.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing on the Program Year 2024 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; presentation and public hearing only.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On May 1, 2024, the City of Bloomington will begin the 50th 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 ("ECD") Department's Grant Management Division. Each year the City must develop an Annual Action Plan ("AAP") that outlines the various activities to be performed throughout the program year. Activities are based on the five-year Consolidated Plan that the City adopted in 2020. Program Year 2024, which runs from May 1, 2024-April 30, 2025, is the fifth, and final, year of the 2020-2024 Consolidated Plan.

Expected revenues for this program year come from three sources: the annual CDBG allocation from HUD, program income from housing rehabilitation loans, and carry-over funds from previous program years. The AAP was published for public comment before the annual CDBG allocation was announced by HUD, therefore the AAP will be edited once the public comment period closes to reflect the official allocation amount instead of the estimate staff used to prepare the AAP. Revenue sources in the published AAP for Program Year 2024 are listed below.

- CDBG Entitlement Allocation: \$554,724
- Program Income: \$49,320
- Prior Year Resources: \$196,252

- Total Revenue: \$800,296

This AAP features community investments in housing rehabilitation, demolition of structures that cannot be rehabilitated, public services, public infrastructure, public facilities, and community planning activities. Spending per annual goal and the percentage of the annual goal funding per category is summarized below.

- Preservation of Existing Affordable Housing Stock: \$398,000 (49.73%)
- Elimination of Slum and Blight Conditions: \$34,000 (4.25%)
- Support the Provision of Public Service Activities: \$83,000 (10.37%)
- Provide Quality Services and Facilities: \$196,796 (24.60%)
- Administer CDBG Effectively and Proficiently: \$88,500 (11.05%)
- Total Expenditures: \$800,296

A Request for Proposals ("RFP") for 2024 CDBG Program Year subrecipient funding was released on 11/13/2023 and applications remained open until 01/03/2024. Applications for public services (including housing, community planning, and administrative functions) and public facilities and infrastructure were submitted using Neighborly software, which facilitates the application and electronic recordkeeping for many of the Grant Management Division's grants. Eight applications for public service funding were received. Four applications for public facility and infrastructure improvement funding were received as well. The submitted applications were scored by City staff and external scorers based on a standardized scoring rubric, which was made available with the RFP. Based on this process staff developed the draft Program Year 2024 Annual Action Plan with the following activities being funded.

- Goal: Preservation of Existing Affordable Housing Stock (\$398,000)
 - Homeowner Housing Assistance=\$392,000
 - Housing Rehabilitation Service Delivery=\$6,000
- Goal: Elimination of Slum and Blight Conditions (\$34,000)
 - Residential Housing Demolition=\$34,000
- Goal: Support the Provision of Public Service Activities (\$83,000)
 - Home Sweet Home Ministries-Street Outreach Program=\$34,000
 - Partners for Community-Recycling Furniture for Families Program=\$5,000
 - KTB Financial Services, Inc.-Financial Services=\$26,000
 - West Bloomington Revitalization Project-Community Operations=\$18,000
- Goal: Provide Quality Services and Facilities (\$196,796)
 - Home Sweet Home Ministries-Homeless Shelter Improvements=\$13,796
 - City of Bloomington Public Works Department-South Central Sidewalk Improvement=\$98,000
 - Lifelong Access-Housing Rehabilitation for Supportive Housing=\$30,000
 - Housing Authority of the City of Bloomington-Holton Home Modernizations=\$55,000
- Goal: Administer CDBG Effectively and Proficiently (\$88,500)
 - General Program Administration=\$27,500
 - Prairie State Legal Services-Fair Housing Program=\$16,000
 - Housing Authority of the City of Bloomington-Section 3 Training=\$9,000
 - Mclean County Regional Planning Commission-Housing and Community Planning=\$36,000

This draft 2024 AAP has been available for public review and comment since 01/24/2024.

The public comment period will close on 02/25/2024. The draft 2024 AAP is available on the City's website (bloomingtonil.gov), at the HUB (115 East Washington Street, Suite 103), the ECD office (115 East Washington Street, Suite 201), and at the Bloomington Public Library. A limited number of printed copies will be made available upon request.

This public hearing on the AAP is being held to allow public and City Council comment with formal action and approval set for the meeting on 03/11/2024 or the soonest possible meeting after HUD provides the annual allocation information.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Throughout the development of the 2020-2024 Consolidated Plan, City staff, in partnership with the Town of Normal and McLean County Regional Planning Commission ("MCRPC"), completed a robust outreach campaign. Data was collected using a variety of methods including a Citizen Survey, Stakeholder Survey, key informant interviews, focus groups, and public meetings. Once the outreach process concluded, MCRPC performed an in-depth analysis of the data collected from which the City created funding priority areas for the 2020-2024 Consolidated Plan.

The draft CDBG Program Year 2024 Annual Action Plan was developed based on the goals and funding priorities held within the 2020-2024 Consolidated Plan. A public notice was published in *The Pantagraph* on January 4, 2024, providing formal notice of this public hearing and the availability of the plan for review starting on January 24, 2024. The notice was also published in the PATH-O-GRAM and the City's website and social media. Additionally, the notice was provided to community stakeholder groups. Written comments will be accepted outside of the public hearing until February 25, 2024.

FINANCIAL IMPACT: Delay or lack of approval of the Program Year 2024 CDBG Annual Action Plan will result in the loss of \$554,724 in federal grant funding used for programs benefitting low-to-moderate-income households within the City. The CDBG Program is entirely grant-funded. A Fiscal Year 2025 budget amendment will be submitted to Council for review after the Annual Action Plan has been approved by the U.S. Department of Housing and Urban Development.

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-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area), Objective A (City should continue to use CDBG grants to support partner organizations such as the West Bloomington Revitalization Project to have a collective impact on revitalization); Goal H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), Objective H-1.2b (Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues); Goal H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities), Objective H-1.3e (Ensure neighborhoods are walkable and have access to alternative modes of transportation and other amenities to make them attractive to aging populations); Goal H-2.3 (Rehabilitate housing in the designated Regeneration Area), Objective H-2.3b (Develop and maintain programs that identify substandard housing and provide a wide spectrum of options to correct housing code violations), Objective H-2.3h (Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition); Goal HL-1.2 (Protect, enhance and maintain

parks and green space equitably throughout the City), Objective HL-1.2b (Update older equipment in various City parks as identified in the City's Parks Plan); Goal CWB-1 (End chronic homelessness and reduce the severity of situational homelessness), Objective A (The City of Bloomington should actively partner with groups such as McLean County Continuum of Care and Human Service Council to address factors contributing to homelessness); Goal TAQ-1.4 (Pedestrian safety for users of all transportation facilities), Objective TAQ-1.4b (Provide a sidewalk system that provides safe routes to schools), Objective TAQ-1.4c (Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[E&CD 1B Draft CDBG Program Year 2024 Annual Action Plan](#)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Bloomington is the entity responsible for implementing the 2020-2024 Consolidated Plan, adopted by the Bloomington City Council on June 8, 2020. The Economic and Community Development department is responsible for managing the City's housing and community development efforts supported with Community Development Block Grant (CDBG) funds. Program Year 2024 will run from May 1, 2024-April 30, 2025, and be the 50th year the City has implemented the CDBG program.

Geographically, the City of Bloomington encompasses 27.22 square miles of land area within McLean County, the largest county in Illinois. Data from the 2020 Decennial Census places Bloomington's population at 78,680 or 46.02% of the total population of McLean County. According to the 2022 American Community Survey 1-Year Estimate information, Bloomington has a poverty rate of 12.5%, which is .6% higher than the state poverty rate. It is served by 3 interstates, 2 major freight railroads, Amtrak, and the Central Illinois Regional Airport. The majority of the County's social services are located in Bloomington, primarily in or near the downtown area. Bloomington is divided into three zip codes (61701, 61704, and 61705). The 2022 Community Health Needs Assessment (CHNA) has identified 61701 as the zip code in McLean County with the greatest socioeconomic needs. The CHNA scored zip codes in McLean County on a five point scale based on six factors: poverty, education, unemployment, occupation, income, and language. While zip code 61701 scored the highest, zip codes 61704 and 61705 were among the lowest in the county on this metric. Additional analysis within the CHNA showed that zip code 61701 showed high health equity needs with several housing problems cited (i.e., overcrowding, high housing costs, lack of appropriate facilities).

The City's Comprehensive Plan divides the City into four broad areas: Regeneration Area, Preservation Area, Stable Area, and Emerging Area. The programs outlined in this Annual Action Plan will occur primarily in the Regeneration and Preservation Areas, both of which are identified as priority target areas in the 2020-2024 Consolidated Plan. The Comprehensive Plan classifies the Regeneration Areas as an area in need of immediate resources. This area is home to the City's oldest housing stock and has a higher percentage of rental units than owner-occupied housing. Improving the infrastructure in this area is a priority for the City and our community. Although the Preservation Area is considered slightly more stable than the Regeneration Area, additional resources are necessary to maintain its stability. Both areas are located within the 61701 zip code area.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Please refer to Section AP-20 Annual Action Plan Goals and Objectives for an overview of the goals and objectives to be met during the 2024 Program Year.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City selects projects and activities based on needs identified in the current Consolidated Plan. Previous program years in the 2020-2024 Consolidated Plan have been negatively impacted by the COVID-19 Pandemic, supply chain issues, and inflation experienced in Program Year 2022. While these issues have made program operations more challenging, the City has adjusted operations to ensure the projects outlined in the 2020-2024 Consolidated Plan were still pursued.

CDBG funds are made available to homeowners to perform critical home repairs and home modifications for accessibility improvements. In addition to CDBG, the City leveraged Illinois Housing Development Authority (IHDA) housing rehabilitation funds through the Home Repair and Accessibility Program (HRAP). For Program Year 2024, the City will continue to use IHDA HRAP funds to complete housing rehabilitation projects within the City. Another housing rehabilitation program funded through the City's American Rescue Plan Act (ARPA) funds is also available for qualifying Bloomington community members living in qualified census tracts. These programs address the community's need to preserve the affordable housing stock.

Demolition and clearance of vacant/abandoned housing units is another way the City addresses affordable housing. Once a buildable lot is cleared, the City attempts to donate the property to Habitat for Humanity for construction of new affordable housing. If the property has never been connected to City water and sewer services, those connections are made prior to donating the property. When a property is not deemed buildable due to size or location, the City maintains the property until it can be donated or sold.

In the past, public infrastructure improvements have included streets, sidewalks, sewers, and parks. During the outreach process for the 2020-2024 Consolidated Plan, the community strongly emphasized that sidewalks and parks should be the primary focus areas for CDBG. In recent years, CDBG funding has been utilized to build a new park in the Woodbury subdivision and make significant improvements to Evergreen Park. Sidewalk improvements have been made in the Dimmitt's Grove neighborhood and in West Bloomington along the W. Market corridor. Moving forward, the partnership with the City's Public

Works Department will continue and public infrastructure projects that enhance multi-modal transportation options with sidewalk, park, and street improvements will be a focus.

The City of Bloomington is committed to affirmatively furthering fair housing. Through the CDBG funding provided to Prairie State Legal Services (PSLS) for their fair housing program, the City is actively funding efforts to eliminate and deter unfair housing practices. The program through PSLS provides critical legal services for community members that believe they have experienced housing discrimination. Additionally, PSLS staff provide fair housing education and outreach services on the matter. An analysis of fair housing impediments, which was conducted in 2020, was included in the 2020-2024 Consolidated Plan public outreach and planning process through the work of program partner Prairie State Legal Services. Additionally, fair housing information and research was included in the BN Home-Regional Housing Study published in October 2017. Fair housing information is also provided to CDBG housing rehabilitation program participants.

CDBG regulations require public service activities be capped at 15% of the annual allocation. The City typically funds 4-6 public services project a year at the maximum allowed funding level.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The public comment period for this Annual Action Plan will occur from 01/24/2024-02/25/2024. During the public comment period, the draft Annual Action Plan will be made available at the Bloomington Public Library, the City's HUB location (115 East Washington Street), the Economic and Community Development Department office (115 East Washington Street, Suite 201), and on the City's website. A public hearing will be held on 02/12/2024 during the regularly scheduled City Council meeting. Community members will have an opportunity to provide public comment during that hearing. Notice of the public hearing and public comment period was published in the Pantagraph newspaper, which has a daily circulation, on 01/04/2024. Additionally, the public hearing and public comment period notice was announced in the PATH-O-GRAM subscription and sent to various community organizations to solicit public comment. The City also published the public comment period and public hearing notice on applicable City social media channels.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The public comment period for this Annual Action Plan will occur from 01/24/2024-02/25/2024. A public hearing will be held on 02/12/2024 during the regularly scheduled City Council meeting.

6. Summary of comments or views not accepted and the reasons for not accepting them

The public comment period for this Annual Action Plan will occur from 01/24/2024-02/25/2024. A public hearing will be held on 02/12/2024 during the regularly scheduled City Council meeting.

7. Summary

The public comment period for this Annual Action Plan will occur from 01/24/2024-02/25/2024. A public hearing will be held on 02/12/2024 during the regularly scheduled City Council meeting.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		BLOOMINGTON	Economic and Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Bloomington's Economic and Community Development Department is the lead entity responsible for implementing the 2020-2024 Consolidated Plan. Staff from this department that work on CDBG activities include the Grants Manager, two Grant Specialists, and Rehabilitation Specialist.

In an effort to look at housing and community development issues on a more regional level, the City partnered with the Town of Normal (Town) and McLean County Regional Planning Commission (MCRPC) in the development of the 2020-2024 Consolidated Plan. MCRPC served as the lead agency for the consolidated plan process, providing a wealth of knowledge during the community engagement and data analysis processes. The projects and activities supported through this Annual Action Plan were selected based on the goals and priority areas established during the consolidated planning process.

Consolidated Plan Public Contact Information

Primary Contact

William Bessler, M.B.A.

Grants Manager

Economic and Community Development Department

wbessler@cityblm.org

(309) 434-2343

Secondary Contact

Joni Gerard

Grant Specialist

Economic and Community Development Department

jgerard@cityblm.org

(309) 434-2450

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Regional Housing Staff Advisory Committee served as the advisory body for the 2020-2024 Consolidated Plan. Members of this committee represent the City of Bloomington, Town of Normal, McLean County Regional Planning Commission, PATH (Continuum of Care), the Housing Authority of the City of Bloomington, and the McLean County Behavioral Health Coordinating Council. This joint planning effort resulted in a robust outreach campaign that included citizens and stakeholders. Citizens were asked to participate by submitting a survey and attending a public meeting. Stakeholders were consulted via a written survey and several focus groups. Key informant interviews were also conducted. Consolidated Plan goals and priority needs were identified based on the results of the consultation efforts. The projects and activities identified in this 2024 Annual Action Plan were selected based on these goals and priority areas.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Staff from the Economic and Community Development Department participate in a variety of committees related to housing and other social services. CDBG funding from the City of Bloomington and the Town of Normal support community planning activities with the McLean County Regional Planning Commission.

As part of its COVID-19 Pandemic response efforts, the City actively participates in the McLean County Housing Assistance Coalition. The coalition brought together housing and service providers, local government staff, and other organizations to coordinate rent/mortgage and utility assistance for those affected by the pandemic. To date, service providers of the coalition have provided millions in assistance since the start of the COVID-19 Pandemic. This coalition has continued since the COVID-19 Pandemic recovery began and is providing valuable support and information on housing to the community. With the Central Illinois Continuum of Care (CICoC) not operating nominally, the Housing Assistance Coalition has kept the information sharing and support functions of a CoC lead agency.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Central Illinois Continuum of Care (CICoC) coordinates services for homeless community members in the CICoC, which includes Bloomington. The CICoC covers eleven (11) counties in Illinois. The CICoC's lead agency is PATH, Inc. (PATH) based in Bloomington. As the HMIS lead, PATH has the ability to provide data regarding the nature of unhoused community members in McLean County. Organizations

providing homeless services work together to ensure that needed services are provided to unhoused community with, or without, support of the CCoC lead agency.

The first place most people go after leaving street living is emergency shelter. Shelters offer food, showers, clothing, and case management. The Salvation Army-Safe Harbor provides shelter for adult women and men. Home Sweet Home Ministries is the only family shelter in the county and will take individual men, women, and families with dependent children. The Crisis Nursery, a Children's Home and Aid program, provides emergency shelter to children from birth through six years of age. Project Oz specializes in assisting youth experiencing homelessness and provides immediate shelter to youth ages 10-22.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Central Illinois Continuum of Care (CCoC) coordinates services for homeless community members in the CCoC, which includes Bloomington. The CCoC covers eleven (11) counties in Illinois. The CCoC's lead agency is PATH, Inc. (PATH) based in Bloomington. During the 2020-2024 Consolidated Plan process, PATH provided consultation and assistance with developing the plan. PATH provided consultation with previous program years within the 2020-2024 Consolidated Plan.

The City has continued to attempt a partnership with PATH to meet the needs of homeless community members, but PATH has faced a series of organizational changes and challenges that have impacted performance in a negative manner. Issues with PATH intensified in Program Year 2023 and PATH has not been able to function as the CCoC lead agency. During Program Year 2023, City staff provided technical assistance to multiple new employees related to the agency's homeless services division. However, persistent staff changes continued through the program year. The City communicated concerns and issues to HUD regarding PATH and the CCoC given the importance of the CCoC and the services provided to homeless community members in Bloomington. The City has also worked with local non-profit organizations serving unhoused community members to help distribute critical information and provide technical assistance when possible.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	HOME SWEET HOME MINISTRIES, INC.
	Agency/Group/Organization Type	Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	PATH provided extensive consultation on needs of the homeless population during the 2020-2024 Consolidated Plan. The City has continued to attempt the partnership with PATH to meet the needs of homeless community members, but PATH has faced a series of organizational changes and challenges that have impacted performance in a negative manner. With these changes and challenges, PATH was not able to provide consultation during the creation of this annual action plan. With this absence, the City consulted with Home Sweet Home Ministries (HSHM), an organization that provides homeless services in McLean County. HSHM provided information on the current state of the CCoC and unhoused community members. The City will continue to maintain a strong relationship with HSHM to ensure the needs of homeless community members receive what assistance is currently possible and investigate strategies for obtaining additional resources to fully address homelessness.
2	Agency/Group/Organization	BLOOMINGTON HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City and the Housing Authority of the City of Bloomington participate in the McLean County Regional Housing Advisory Committee and other regional housing efforts. One of the primary focus areas of the McLean County Regional Housing Advisory Committee is to preserve the current affordable housing stock-including publicly supported housing.
3	Agency/Group/Organization	McLean County Regional Planning Commission
	Agency/Group/Organization Type	Other government - County Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The McLean County Regional Planning Commission (MCRPC) was the lead organizer for the City's award-winning 2015-2035 Comprehensive Plan. MCRPC also served as the lead organization for the 2017 Regional Housing Study and development the 2020-2024 Consolidated Plan. All sources were utilized during development of this Annual Action Plan.
4	Agency/Group/Organization	City of Bloomington - Parks and Public Works Departments
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Public Infrastructure

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic and Community Development Department staff, particularly Grant Management Division staff, worked with the Parks and Recreation Department and the Public Works Department to discuss improvements to our infrastructure. This consultation work has continued throughout the Consolidated Plan period and was done during the development of this Annual Action Plan as well.
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Identify any Agency Types not consulted and provide rationale for not consulting

No agency types were purposefully removed from the consultation process during development of this plan. Additionally, City staff within the Economic and Community Development Department have discussed theoretical ways CDBG funding can improve the community's resiliency to threats like Climate Change and public health emergencies. Additionally, the Grant Management Division has initially discussed with the City's Parks and Recreation and Public Works Departments future environmental justice planning and goals related to CDBG funding. Robust conversations on these issues will continue and be a significant part of the 2025-2029 Consolidated Plan process.

Broadband internet access has also been discussed internally within the City. How CDBG funds could help expand broadband access for low-to-moderate income residents is an issue still being evaluated.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	PATH, Inc.	The Continuum of Care works to support homeless individuals achieve self-sufficiency. These goals align with the 2020-2024 Consolidated Plan.
BN Home Regional Housing Study	McLean County Regional Planning Commission	The BN Home Regional Housing Study addresses the preservation and development of affordable housing, a priority need identified in the 2020-2024 Consolidated Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of Bloomington Comprehensive Plan	City of Bloomington	The Comprehensive Plan focuses on housing, economic development, land use, transportation, health, community facilities, services, and other related topics. The Comprehensive Plan goals align closely with the 2020-2024 Consolidated Plan.
Five Year PHA Plan	Housing Authority of the City of Bloomington	The 5-Year PHA Plan outlines the needs and priorities of the Housing Authority of the City of Bloomington. Addressing affordable housing is a priority goal of the 2020-2024 Consolidated Plan.
Regional Housing Market Analysis	Bloomington-Normal Economic Development Council	The Bloomington-Normal Economic Development Council released a report in April 2022 on the overall status of the Bloomington-Normal housing market. While this analysis was not specifically for affordable housing, the study did highlight an overall shortage of approximately 4,300 housing units with population growth estimates. This study provides some updated information on the aggregate housing market, but it does not analyze specific fair housing impediments.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The consultation process undertaken during creation of the 2020-2024 Consolidated Plan was robust and provided residents and stakeholders opportunities to participate in multiple ways. Undertaking consultation through a regional approach offered many more opportunities to engage the community than the City staff could have managed internally. The consultation resulted in the goals and priority areas used to select activities supported through this Annual Action Plan.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Bloomington adopted a new Citizen Participation Plan (CPP) in November 2018 and that plan was amended in 2020. A new CPP is in development and will be available for Program Year 2024 once it is approved by the Normal Town Council, the Bloomington City Council, and HUD. A new CPP was developed in preparation for the 2025-2029 Consolidated Plan.

A public hearing provides an opportunity for a diverse set of community members to participate and make public comment. Public hearings are held during the regularly scheduled City Council meetings, which can make accommodations for community members with different abilities or are not English speaking. Information and notice on the public comment period (and public hearing) were emailed to various non-profit organizations serving minorities and non-English speaking community members as well.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A public hearing is scheduled for February 12, 2024, during the regularly scheduled Bloomington City Council meeting.	A public hearing is scheduled for February 12, 2024, during the regularly scheduled Bloomington City Council meeting.	A public hearing is scheduled for February 12, 2024, during the regularly scheduled Bloomington City Council meeting.	
2	Newspaper Ad	Non-targeted/broad community	Notice of the public comment period and public hearing was published in the Pantagraph on January 4, 2024.	Notice of the public comment period and public hearing was published in the Pantagraph on January 4, 2024.	Notice of the public comment period and public hearing was published in the Pantagraph on January 4, 2024.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Social Service Organizations	An email with information on the public hearing, public comment period, and Program Year 2024 Annual Action Plan was sent to social service agencies serving Bloomington.	An email with information on the public hearing, public comment period, and Program Year 2024 Annual Action Plan was sent to social service agencies serving Bloomington.	An email with information on the public hearing, public comment period, and Program Year 2024 Annual Action Plan was sent to social service agencies serving Bloomington.	
4	Internet Outreach	Non-targeted/broad community	A notice with information about the public hearing, public comment period, and Program Year 2024 Annual Action Plan will be published in the PATH-O-GRAM during the public comment period.	A notice with information about the public hearing, public comment period, and Program Year 2024 Annual Action Plan will be published in the PATH-O-GRAM during the public comment period.	A notice with information about the public hearing, public comment period, and Program Year 2024 Annual Action Plan will be published in the PATH-O-GRAM during the public comment period.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will use Program Year 2024 CDBG entitlement funding, program income from previous housing rehabilitation activities, and un-used prior program year CDBG entitlement resources from Program Year 2021, Program Year 2022, and Program Year 2023.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	554,724	49,320	196,252	800,296	0	Program income from housing rehabilitation loans is estimated using data from previous program years. Prior year resources will come from unexpended CDBG entitlement funds from previous program years.
Other	public - federal	Economic Development Public Services	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to leverage CDBG funding for housing rehabilitation to expand our footprint using Illinois Housing Development Authority (IHDA) funds. The source of that funding is IHDA's Home Repair and Accessibility Program (HRAP), which provides up to \$45,000 per unit for housing rehabilitation work (hard and soft costs). We anticipate completing 2-4 rehabilitation projects through this program in Program Year 2024. Additionally, the City uses funds from the American Rescue Plan Act (ARPA) to complete housing rehabilitation activities as well. The ARPA housing rehabilitation program provides up to \$45,000 in grant funding to qualified community members.

Some CDBG housing rehabilitation funds will be used as match for some of the City's Lead-Based Paint Hazard Reduction and Healthy Homes Program (funded by HUD) projects as well.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Typically, the City owns several properties slated for demolition. If cleared with CDBG funds and the parcel is buildable, the property is donated to Habitat for Humanity McLean County, or another non-profit organization, for in-fill development of affordable housing. When these properties do not meet the criteria for demolition, the property is donated to a local not-for-profit organization such as YouthBuild or Dreams Are Possible for rehabilitation and resale to an income-qualified household. The non-profit also has the option of renting to an income-qualified household.

Discussion

As with most communities, needs are always greater than available funding. The City will continue to collaborate with other local agencies to leverage funding in an attempt to address some of the most critical needs of the community. We will focus on programs and services that enhance the quality of life for low-to-moderate income residents. We will also continue to seek non-CDBG funding to meet priority needs, as capacity allows.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of existing affordable housing stock.	2020	2024	Affordable Housing Public Housing	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Accessibility Improvements Affordable Housing Preservation	CDBG: \$398,000	Homeowner Housing Rehabilitated: 12 Household Housing Unit
2	Elimination of slum and blight conditions.	2020	2024	Affordable Housing Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Affordable Housing Preservation	CDBG: \$34,000	Buildings Demolished: 1 Buildings

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Support the provision of public service activities	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Homeless Services Senior Services Youth Services	CDBG: \$83,000	Public service activities other than Low/Moderate Income Housing Benefit: 770 Persons Assisted
4	Provide quality services and facilities.	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Homeless Services Sidewalk Improvements	CDBG: \$196,796	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3800 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 474 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Administer CDBG effectively and proficiently.	2020	2024	Affordable Housing Public Housing Non-Housing Community Development	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP	Homeless Services Housing Discrimination Services Senior Services Youth Services Accessibility Improvements Affordable Housing Preservation Parks and Community/Recreation Centers Sidewalk Improvements Water and Sewer Improvements	CDBG: \$88,500	Other: 26 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of existing affordable housing stock.
	Goal Description	The City will undertake several programs designed to preserve the existing affordable housing stock throughout the 2024 Program Year. Typically, traditional housing rehabilitation work will be financed through 0% interest, deferred payment loans. Loans are usually capped at \$30,000 and include hard costs only. Lead-based paint hazard mitigation or abatement and other soft costs will be covered by a grant to the community member served. CDBG funds will also help complete rehabilitation work on some properties that are a part of the City's Lead-Based Paint Hazard Reduction and Healthy Homes program funded by HUD. This will be financed through grants to the unit owner. The City will also continue its partnership with Cornbelt AMBUCS to build accessibility ramps during the 2024 Program Year. Water and sewer service costs will also be covered for lots that Habitat for Humanity owns and is building affordable housing units for low-to-moderate income households. Most of the work will likely take place in West Bloomington, but all eligible City residents can participate in these activities.
2	Goal Name	Elimination of slum and blight conditions.
	Goal Description	Demolition and clearance activities will be limited to residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for use consistent with CDBG national objectives. CDBG funds will be leveraged with other state resources from the Illinois Housing Development Authority for abandoned properties.
3	Goal Name	Support the provision of public service activities
	Goal Description	The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2024 Program Year. Program partners for Program Year 2024 include Home Sweet Home Ministries, the West Bloomington Revitalization Project, KTB Financial Services, Inc., and Partners for Community.

4	Goal Name	Provide quality services and facilities.
	Goal Description	CDBG funds will support public infrastructure and facility improvement activities for the City of Bloomington Public Works Department (sidewalk improvements), Home Sweet Home Ministries (public facility rehabilitation), Lifelong Access (facility rehabilitation), and Housing Authority of the City of Bloomington (public housing modernization).
5	Goal Name	Administer CDBG effectively and proficiently.
	Goal Description	The City strives to improve the implementation and effectiveness of CDBG funded activities throughout the 2024 Program Year. Through the Administration and Planning goal, the City will support fair housing initiatives, Section 3 opportunities, regional community planning efforts, and general administration of the CDBG program.

Projects

AP-35 Projects – 91.220(d)

Introduction

Activities were selected based on the relationship to the high priority funding areas identified in the 2020-2024 Consolidated Plan.

Projects

#	Project Name
1	Housing Rehabilitation Assistance
2	Housing Rehabilitation Delivery
3	Residential Housing Demolition
4	Public Services
5	Sidewalk Improvements
6	CDBG General Administration
7	CDBG Administrative Programs
8	CDBG Community Planning
9	Non-Profit Building Improvements
10	Public Housing Improvements

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City selected these projects based on the needs and goals identified during the 2020-2024 Consolidated Plan process. These projects will support the needs of low-to-moderate income residents of the City and provide funding to address residents with unserved needs. The COVID-19 Pandemic, supply-chain related challenges, and inflation hampered progress towards addressing underserved needs in the community in previous program years, but the City worked to overcome these challenges as much as possible. Thankfully, these issues have largely dissipated and should not be a major factor in Program Year 2024 operations.

Currently, McLean County has a considerable shortage of housing units, which includes a shortage of affordable housing units. This housing shortage has caused an increase in rental rates and home prices, which has placed a financial burden on many low-to-moderate income community members. The City's CDBG housing rehabilitation program does help keep affordable housing units safe and available for low-to-moderate income community members--an important service in this housing market. Without the housing rehabilitation program offered by the City's CDBG program, many homeowners would not

be able to afford repairs to address serious health, life, safety, and code compliance issues in their homes.

An additional challenge has developed into a serious situation during Program Year 2023. The Central Illinois Continuum of Care (CICoC) lead agency, PATH, Inc., has undergone significant staff and organizational changes and has not been able to adequately perform duties of the CoC lead agency. This has caused service delays, missed communication, and inaccurate information for the CICoC agencies and the people served by the CICoC. The City is working with the Town of Normal, non-profit organizations serving homeless community members, and HUD to find a solution to the problems faced by the CICoC.

AP-38 Project Summary
Project Summary Information

1	Project Name	Housing Rehabilitation Assistance
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock.
	Needs Addressed	Accessibility Improvements Affordable Housing Preservation
	Funding	CDBG: \$392,000
	Description	Activities completed under this project will include moderate rehabilitation to address health, life, safety, accessibility, and code compliance issues in owner-occupied housing units. Owners will meet income and other program qualifications to receive assistance through CDBG funds. CDBG funds can cover renter-occupied units if the funds are used to support the Lead-Based Paint Hazard Reduction and Healthy Homes Program.
	Target Date	4/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Housing rehabilitation activities will be performed at housing units owned and/or occupied by income-qualified residents. The City anticipates completing 12 housing rehabilitation activities during the program year with CDBG funds.
	Location Description	The homeowner rehabilitation program is open to all income-qualified residents in the City. Homeowner applications are accepted on a rolling cycle. There is a waiting list at this time. All locations are to be determined.
	Planned Activities	Housing rehabilitation requests vary depending on the specific needs. Work performed under this project can include roof, siding, door and window replacement; new soffit, fascia and gutters; new HVAC plumbing and electrical; and emergency water and sewer line replacement. Grants typically finance assistance for Lead Hazard Control grant match housing rehabilitation and AMBUCS rehabilitation activities. General rehabilitation assistance activities are financed through zero percent interest, deferred payment loans or grants depending on the needs of the project.
	Project Name	Housing Rehabilitation Delivery

2	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock.
	Needs Addressed	Accessibility Improvements Affordable Housing Preservation
	Funding	CDBG: \$6,000
	Description	This project will cover expenses related to the delivery of all rehabilitation programs performed under this Annual Action Plan. Expenses may include but not be limited to: staff expenses, professional development for rehabilitation staff, fees associated with software for rehabilitation project management and procurement.
	Target Date	4/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	This project supports other projects/activities under the Preservation of Affordable Housing goal. Numbers will be reported on associated activities.
	Location Description	Locations identified under other projects.
	Planned Activities	No activities outside of Rehabilitation Service Delivery will occur under this project.
3	Project Name	Residential Housing Demolition
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Elimination of slum and blight conditions.
	Needs Addressed	Affordable Housing Preservation
	Funding	CDBG: \$34,000

	Description	The City will address the elimination of slum and blight conditions throughout this Annual Action Plan. Demolition and clearance activities will be limited to residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity of McLean County. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for green space.
	Target Date	4/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The estimated demolition activities will result in new housing construction through the City's partnership with Habitat for Humanity. Habitat's homeowner program is limited to households at or below 50% Area Median Income. The City anticipates demolition activities under this project allow Habitat for Humanity to replace one (1) new unit of affordable housing.
	Location Description	To be determined.
	Planned Activities	Demolition and clearance activities at one (1) vacant/abandoned property. Each property will be connected to City water and sewer services as necessary with housing rehabilitation assistance project funds.
4	Project Name	Public Services
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Support the provision of public service activities
	Needs Addressed	Homeless Services Senior Services Youth Services
	Funding	CDBG: \$83,000
	Description	The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2024 Program Year.
	Target Date	4/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 770 households will benefit from the services provided through this project.
	Location Description	Most of the services will occur at the individual agencies. However, some services, such as homeless outreach services, are provided at various locations within the corporate limits of the City of Bloomington. Agency locations are listed below. 1. 303 East Oakland Avenue, Bloomington, IL 61701 (Home Sweet Home Ministries) 2. 515 North Center Street, Bloomington, IL 61701 (Partners for Community) 3. 724 West Washington Street, Bloomington, IL 61701 (West Bloomington Revitalization Project) 4. 1301 West Washington Street, Bloomington, IL 61701 (KTB Financial Services, Inc.)
	Planned Activities	Home Sweet Home Ministries will provide homeless street outreach services to engage and provide services to some of the most vulnerable community members. Partners for Community will provide housing services with the CDBG public service funding. WBRP provides a wide variety of services for West Bloomington residents, including The Tool Library, Bike Co-op, Veggie Oasis, community workshops and community gardens. KTB Financial assists low-to-moderate income households with services geared towards financial security and self-sufficiency, which also helps prevent homelessness.
5	Project Name	Sidewalk Improvements
	Target Area	LMA Regeneration Area - Outside WBRP
	Goals Supported	Provide quality services and facilities.
	Needs Addressed	Sidewalk Improvements
	Funding	CDBG: \$98,000
	Description	This project will support sidewalk improvements, including ADA improvements, in South-Central Bloomington. The area served by the project will make public infrastructure improvements near Wood Hill Towers, which is a public housing complex in Bloomington.

	Target Date	4/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The sidewalks in this area connect area residents to jobs and services throughout the Bloomington-Normal community. Many public transportation routes stop along this area. Approximately 3,800 community members in Bloomington.
	Location Description	The South Sidewalks Project will produce continuous, good pedestrian access along U.S. Route 51 along a corridor stretching three-quarters of a mile, from Oakland Avenue to Lafayette Street. Work will consist of construction of public sidewalks, sidewalk ramps, and bus stops along South Main Street, South Center Street and the following cross streets connecting the two: Oakland, MacArthur, Elm, Wood, Miller, Buchanan, Bissell, Lincoln, Baker, Stewart, and Lafayette. The project will serve block group one, two, and four of census tract fifty-nine (59).
	Planned Activities	The project will support sidewalk improvements in South-Central Bloomington.
6	Project Name	CDBG General Administration
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Administer CDBG effectively and proficiently.
	Needs Addressed	Housing Discrimination Services Senior Services Youth Services Accessibility Improvements Parks and Community/Recreation Centers Sidewalk Improvements Water and Sewer Improvements
	Funding	CDBG: \$27,500
	Description	This project will support general administration of the CDBG program throughout this Annual Action Plan. Expenses may include but not be limited to: staff expenses, training, postage, office supplies, grants management software, advertising and postage.
	Target Date	4/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	Program beneficiaries will be reported under other projects.
	Location Description	Administrative activities will occur within the Economic and Community Development Department, located at 115 E. Washington St., Bloomington, IL 61701.
	Planned Activities	CDBG grant administration will be the only activity under this project.
7	Project Name	CDBG Administrative Programs
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Administer CDBG effectively and proficiently.
	Needs Addressed	Job Training and Workforce Development Housing Discrimination Services
	Funding	CDBG: \$25,000
	Description	This project will support programs addressing administrative requirements of the CDBG program such as fair housing and Section 3 training.
	Target Date	4/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately, 26 community members will be served with fair housing and Section 3 activities in this project.
	Location Description	Fair housing services will be offered through Prairie State Legal Services' Bloomington office at 201 West Olive Street, Bloomington, IL 61701. Section 3 training opportunities for public housing residents will be provided at locations that will be determined at a future date.
	Planned Activities	The City will partner with the Bloomington Housing Authority to offer a series of job- and life-skills training opportunities and a job fair for public housing and Housing Choice Voucher Program participants. Prairie State Legal Services will be the lead agency on a fair housing program, which will include a housing discrimination testing program.
	Project Name	CDBG Community Planning

8	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Administer CDBG effectively and proficiently.
	Needs Addressed	Affordable Housing Preservation
	Funding	CDBG: \$36,000
	Description	This project will support planning for regional housing initiatives and other projects supported through this Annual Action Plan.
	Target Date	4/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	McLean County Regional Planning Commission, 115 E. Washington St., Bloomington, IL 61701.
9	Planned Activities	McLean County Regional Planning Commission (MCRPC) will serve as the lead agency for the Regional Housing Staff Advisory Committee. MCRPC will coordinate the Affordable and Supportive Housing Committee; serve as the hub for regional housing data through the Housing Dashboard; educate policymakers, stakeholders and the general public on affordable housing issues through a series of whitepapers; assist with Consolidated Plan implementation; and support City staff with housing initiatives, as request.
	Project Name	Non-Profit Building Improvements
	Target Area	
	Goals Supported	Provide quality services and facilities.
	Needs Addressed	Homeless Services
	Funding	CDBG: \$43,796
	Description	This project will support improvements to the Home Sweet Home Ministries homeless shelter (insulation) and Lifelong Access' Fox Creek housing units for community members with intellectual and developmental disabilities (rehabilitation work).
	Target Date	4/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	The Home Sweet Home Ministries project will assist 300 community members and the Lifelong Access project will assist 8 community members.
	Location Description	The Home Sweet Home Ministries' shelter is located at 303 East Oakland Avenue, Bloomington, IL 61701. Lifelong Access' facilities are located at 2607 and 2609 Fox Creek Road, Bloomington, IL 61705.
	Planned Activities	The Lifelong Access project will complete rehabilitation on bathrooms to help community members living there gain better, and more accessible, bathroom facilities. The Home Sweet Home Ministries project will install insulation to better the living environment within the homeless shelter.
10	Project Name	Public Housing Improvements
	Target Area	LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock.
	Needs Addressed	Affordable Housing Preservation
	Funding	CDBG: \$55,000
	Description	This project will make playground improvements at Holton Homes, which is a public housing site managed by the Housing Authority of the City of Bloomington.
	Target Date	4/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Sixty-four households live in the Holton Homes and many of the household have young children that would benefit from this improvement.
	Location Description	Holton Homes are located on West Monroe Street, West Market Street, and Holton Drive in Bloomington.
	Planned Activities	The project will consist of demolition of existing play equipment, excavation of topsoil in tot lot area, installation of concrete or other solid barrier, installation of new wood chips or other soft surface, and installation of new play equipment designed primarily for young children (ages 6 and under).

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

West Bloomington has a higher concentration of low-income and minority households than many other areas within the City. Infrastructure is aging and in need of replacement and improvements.

Geographic Distribution

Target Area	Percentage of Funds
LMA Preservation Area	30
WBRP Service Area	60
LMA Regeneration Area - Outside WBRP	10

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

During the outreach process conducted for the development of the 2020-2024 Consolidated Plan, West Bloomington was identified as the area most in need of revitalization. The WBRP Service Area encompasses a smaller target area formerly identified as the City's designated slum/blight area.

Discussion

The distribution of funds between the WBRP Service Area and LMA Regeneration Area - Outside WBRP may vary depending on the locations of housing rehabilitation projects. A small portion of funding will likely be spent in the Preservation Areas as the needs are not as significant. Only one public facility project will occur outside of the WBRP Service Area or LMA Regeneration Area-Outside WBRP area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Although CDBG funds cannot generally be used for new construction, the City will support affordable housing preservation through several of the projects identified in this Annual Action Plan. Additionally, abandoned and vacant properties meeting the criteria for demolition will be donated to Habitat for Humanity of McLean County for the construction of new affordable housing units if the parcel is buildable.

The CDBG housing rehabilitation program also keeps affordable housing units available.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	13
Special-Needs	0
Total	13

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	12
Acquisition of Existing Units	0
Total	13

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The total number of households supported through this Annual Action Plan are based on the estimated numbers served through the following projects.

New Habitat for Humanity Single-Family Homes: 1 Unit

Housing Rehabilitation Assistance (Single-Family Housing Rehabilitation): 12 Units

AP-60 Public Housing – **91.220(h)**

Introduction

The Housing Authority of the City of Bloomington (BHA) is committed to providing quality housing and services to its public housing and Housing Choice Voucher Program residents.

Actions planned during the next year to address the needs to public housing

CDBG funding will be provided in Program Year 2024 for Section 3 activities for public housing residents and community members with a housing choice voucher. Funding will also be provided for playground improvements to the Holton Homes public housing site during the program year. Current equipment is past the period of useful life.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The housing authority provides several ongoing opportunities for resident involvement and has a resident services department. Resident engagement is a significant part of this department's responsibilities.

The resident services department facilitates BHA-sponsored events such as a Health and Resource Fair, on-site employment and job-readiness training, and after-school tutoring in two different computer labs at public housing sites. In addition to offering specific "in-house" resources, the Housing Authority collaborates with local partners on multiple events. These activities are opportunities for engagement in the Bloomington-Normal community, building ties among neighbors, and promoting self-advocacy. With a full-time elderly service coordinator staffed at Wood Hill Towers, elderly, disabled, and near-elderly residents have even more opportunities for resident involvement in social and community-oriented activities.

The Housing Authority is required to convene a Resident Advisory Board each year as part of the process in adopting its annual PHA plan. A public hearing is also conducted as part of this process, and it is well attended by residents, who offer their feedback and suggestions on Housing Authority goals, objectives, and programming for the coming years.

The City provides funding for Section 3 activities that support basic financial and employment education. This reflects the City's commitment to supporting the fundamental building blocks of homeownership for public housing residents. Without a stable financial and employment foundation, homeownership is less likely to be a successful endeavor. Our hope is that this fundamental approach that helps stabilize income and financial matters will enable successful homeownership for public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The Housing Authority of the City of Bloomington is not designated as "troubled."

Discussion

The City has a long-standing partnership with the Housing Authority of the City of Bloomington. Both organizations are members of the Regional Housing Advisory Staff Committee. The City has utilized CDBG for many years to fund job and life-skills training for public housing and Housing Choice Voucher residents and to support improvements to public housing buildings. These activities will continue during this Annual Action Plan.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Central Illinois Continuum of Care (CICoC) coordinates services for homeless community members in the CICoC, which includes Bloomington. The CICoC covers eleven (11) counties in Illinois. The CICoC's lead agency is PATH, Inc. (PATH) based in Bloomington.

The City has continued to attempt a partnership with PATH to meet the needs of homeless community members, but PATH has faced a series of organizational changes and challenges that have impacted performance in a negative manner. Issues with PATH intensified in Program Year 2023 and PATH has not been able to function as the CICoC lead agency during Program Year 2023. During Program Year 2023, City staff provided technical assistance to multiple new employees related to the agency's homeless services division. However, persistent staff changes continued through the program year. The City communicated concerns and issues to HUD regarding the CICoC given the importance of the CICoC and the services provided to homeless community members in Bloomington. The City has also worked with local non-profit organizations serving unhoused community members to help distribute critical information and provide technical assistance when possible. Moving forward, the City is committed to working with local partners and HUD to ensure unhoused community members do not lose critical resources.

PATH did not seek City CDBG funds for this program year and the City has decided to award subrecipient public service funds to Home Sweet Home Ministries (HSHM). HSHM provides a variety of homeless services and is a local leader in the field. Funds provided to HSHM will support their street outreach program for unhoused community members.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Through the homeless services funding to HSHM's Street Outreach program, services will be provided to unhoused community members. Specifically those who are experiencing unsheltered homelessness. Services will focus on identifying and engaging community members who are not connected to homeless services and moving them toward shelter and housing. CDBG funding will support the personnel costs associated with a homeless outreach staff member with HSHM. The funding will also support the provision of tangible assistance to homeless community members through bus passes and other eligible materials to help serve homeless community members. HSHM provides significant case management for homeless community members within the organization's shelter and outreach services. While these efforts will not end homelessness in Bloomington, they are important to ensuring more

community members are safely housed.

Addressing the emergency shelter and transitional housing needs of homeless persons

HSHM provides a rapid rehousing program and an emergency shelter for the community. By supporting HSHM's Street Outreach program, CDBG funding is assisting community members gain access to the emergency shelter or the rapid rehousing program. Street outreach also provides unhoused community members access to critical supportive services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Through HSHM's Street Outreach program, homeless community members can gain shelter through rapid re-housing or the emergency shelter available. The first step in obtaining permanent, stable housing is to become housed. The Street Outreach program helps make the critical initial contact that will help homeless community members gain housing and other resources that will help them build a stable personal and financial situation that leads to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Through the 2-1-1 system and the Mid Central Community Action (MCCA) Housing Navigator, community members seeking these services are connected or referred to other social services that will be able to assist them.

Discussion

The City remains committed to assisting the CCoC organizations in McLean County through the challenges described in the introduction paragraph. Through CDBG funds to local non-profit organizations, the City is supporting services that are critical to helping the homeless population in the community. Staff from the Economic and Community Development Department will continue to provide

technical support to organizations involved in the CCoC in McLean County.

The City's CDBG housing rehabilitation program assists community members stay in their homes through rehabilitation work that keeps the housing unit livable. This helps reduce the number of community members that could otherwise become unhoused.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City strives to eliminate barriers to affordable housing throughout this Annual Action Plan and beyond. Affordable housing issues are addressed throughout several projects to be implemented during the 2020-2024 Consolidated Plan period. Staff will continue to seek new opportunities beyond those discussed below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City operates homeowner housing rehabilitation programs for low-to-moderate income residents, including one program funded with CDBG dollars. These programs help homeowners complete critical repairs to their homes. Many homeowners can afford their regular monthly expenses but are unable to pay for large ticket items. By offering 0% interest terms under deferred payment loans or grants, homeowners can maintain the affordability of their current housing.

The City waives all building permit and inspection fees for any non-profit organization building or rehabilitating affordable housing for low- and moderate-income residents. This policy extends to all private contractors performing rehabilitation work under CDBG, IHDA, or ARPA funded projects.

In August 2015, the City of Bloomington adopted its current Comprehensive Plan with goals aimed at reducing barriers to affordable housing. While the Plan is not policy, it serves as a guide for policy decisions. The Comprehensive Plan encourages future infill development opportunities and provides a tiered system for prioritizing development.

The Regional Housing Staff Committee also monitors and encourages the Low Income Housing Tax Credit (LIHTC) tool as an option for developers. This committee provides continual updates on the number of units supported through this program to City staff as well.

Discussion:

The City will continue to look at policy changes and other programs than can further reduce barriers to affordable housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The City endeavors to plan its annual program based on how to best meet the needs of the community while staying within the federal regulations for the Community Development Block Grant. When services are needed but cannot be provided directly by the City, partnerships are created and (or) maintained to ensure the services are available to those most in need.

Actions planned to address obstacles to meeting underserved needs

The City attempts to maximize its funding to public services so that as many agencies serving vulnerable populations as possible are supported. Staff continue to look for funding resources outside of CDBG to further address the needs of special populations such as disabled and elderly homeowners. The 2020-2024 Consolidated Plan and this Annual Action Plan make resources for West Bloomington residents a priority. Having said that, there is clearly a need for public services that is beyond the capacity of our CDBG program or the City as a whole. Additional investments from sources outside of the Bloomington-Normal community would be required to eliminate obstacles to meeting the needs of the underserved. Staff will continue to serve on committees and work groups that address the housing needs of low-to-moderate income families.

The John M. Scott Health Care Trust, managed by the City, provides funding to local service providers to ensure individuals without adequate, affordable healthcare have access to quality health services. Serving as Staff Administrator for the Commission is a part of the Grant Specialist's job duties. The Staff Administrator serves as a liaison between the John M. Scott Commission and the City in addition to operating the grants program offered by the Trust. The Bloomington City Council serves as the Trustee of the Trust. In the City's Fiscal Year 2025, which runs parallel to the 2024 CDBG Program Year, the Trust will invest over half-a-million dollars into the community through grants to local organizations that provide health care services to underserved community members within McLean County.

The City operated a non-profit grant program and a housing rehabilitation program through American Rescue Plan Act (ARPA) funds allocated to the City. The non-profit grant program provided program and capital funding. Funding for the non-profit program supported homeless services, sexual assault resources, and health care. Over \$1,000,000 was awarded in the previous program year for this program. The ARPA housing rehabilitation program, funded at over \$1,000,000 by the City Council, has supported affordable housing preservation efforts in Bloomington. The program provided up to \$45,000.00 to eligible households within certain low income qualified census tracts. Funding for this program is provided through a grant. ARPA funds have been layered with other housing rehabilitation

programs and provide an additional resource for community members needing these services as well.

Actions planned to foster and maintain affordable housing

Preservation of the existing affordable housing stock and the creation of new affordable housing through demolition and clearance are high priorities identified within this Annual Action Plan. Over fifty percent (50%) of funding included in this plan will be dedicated to these projects. If homeless services are included, over sixty percent (60%) of the funds in this Annual Action Plan are dedicated to affordable housing or homeless services. Additionally, the City will continue its participation in the Regional Housing Staff Advisory Committee and the Affordable and Supportive Housing Committee. One of the continuing initiatives of the Regional Housing Staff Advisory Committee is to inventory all income-qualified housing in McLean County and track contract expiration dates. These units are a significant portion of the affordable housing stock, especially for those households with extremely low incomes. Additionally, these committees have begun to explore how land use policy changes can encourage development, including affordable housing development, in established neighborhoods within the City through infill development.

Actions planned to reduce lead-based paint hazards

All CDBG contractors are required to maintain Renovation, Repair and Painting (RRP) certification. The City offers all CDBG approved contractors the opportunity to attend the RRP certification training at least every five years at no cost to the contractor. A training was held in April 2021 resulting in 26 new/renewed certifications. The next training is planned for April 2025. Additionally, City staff will maintain all necessary licenses and certifications to ensure that lead-based paint safety practices and regulations are being strictly adhered to on all CDBG projects.

The City also has funding from the HUD Lead-Based Paint Hazard Control and Healthy Housing grant program. The period of performance for the grant started on January 4, 2021. It is a 42 month program that will address lead and health hazards in approximately 92 owner-occupied and rental housing units. Unfortunately, staff transitions and continued hurdles from the COVID-19 Pandemic delayed the start of lead hazard control work until November 2023. The Lead-Based Paint Hazard Reduction and Healthy Homes Program is now operational and will continue into Program Year 2024. CDBG funds may be used as match for qualifying projects under this program.

Actions planned to reduce the number of poverty-level families

The City will continue to support the Housing Authority of the City of Bloomington's job and life-skills training program annually. The program offers job training and a job fair each year for public housing residents and Housing Choice Voucher recipients. Past training topics have included Microsoft Office Suite, how to write a resume, interview skills, and money management and budgeting. The training(s) and job fair are designed to foster job and life skills required for the local workforce and increase

facetime with the businesses most likely to employ individuals with those skills.

Homeownership is traditionally the greatest source of an individual's wealth. The City's various housing rehabilitation programs provide low-to-moderate income homeowners the opportunity to preserve their greatest asset. The City also offers housing rehabilitation through the Illinois Housing Development Authority's (IHDA) Home Repair and Accessibility Program (HRAP) and the City's ARPA funded program. Through the IHDA HRAP program, homeowners can receive up to \$45,000 in assistance through a 5-year forgivable loan.

Actions planned to develop institutional structure

With a variety of staff transitions at key local organizations, City staff has, and will continue, to build partnerships to better serve the community. Outside of the committees associated with the McLean County Regional Planning Commission, the City continues to be a member of the Invest Health Team. This team was formed to look at the built environment and how it affects the health and well-being of City residents. The Invest Health team is currently focused on affordable housing and health care with a particular focus on permanent supportive housing and homeless services. Additionally, the City is currently building partnerships with organizations, such as the Bloomington-Normal Water Reclamation District, to discuss long-term public infrastructure strategies, goals, and plans.

Through the John M. Scott Trust grant program, the City continues to build strong partnerships with community organizations serving underserved community members. A multitude of local organizations are funded each year with this program. Grants are awarded for general health care operations, capital improvements, and health care programs.

Staff will continue to foster new partnerships that will improve the institutional delivery structure of CDBG and the priorities identified in the 2020-2024 Consolidated Plan. Planning for the next CDBG Consolidated Plan is currently underway and the City is looking to develop or strengthen partnerships with organizations serving low-to-moderate income community members.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue involvement with the Central Illinois Continuum of Care (CICoC) and assist with rebuilding or modifying the CICoC to better serve the community. Additionally, the City will continue to participate in the United Way of McLean County Housing Assistance Coalition to further enhance coordination on housing related issues.

Discussion:

The City will continue to seek additional funding to support local programs in ways that CDBG is unable to do so. Interagency collaboration has been referenced throughout this Plan and will remain a key

component of the City's strategy to meet the needs of the community.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City makes every attempt to utilize program income within the same program year it is received. Section AP-15 Expected Resources Table 5 shows \$49,320 in estimated program income, which has been budgeted to projects within this Annual Action Plan. Program income comes from the repayment of loans made available through the City's CDBG housing rehabilitation program.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

No new funding to meet urgent needs has been allocated in this Annual Action Plan.



PUBLIC HEARINGS ITEM NO. 6.B.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing on the Community Development Block Grant (CDBG) Citizen Participation Plan, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; presentation and public hearing only.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The US Department of Housing and Urban Development ("HUD") provides annual funding to eligible local municipalities, counties, and states, known as Entitlement Communities, through the Community Development Block Grant ("CDBG"). 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.

The City, as an Entitlement Community for CDBG funds, is required by law to adopt a detailed Citizen Participation Plan ("CPP") that contains the policies and procedures for stakeholder consultation and public engagement in the development of the five-year Consolidated Plan, Annual Action Plans, and the annual Consolidated Annual Performance Evaluation Report. Regulations for citizen participation can be found at [24 CFR 91.105](#). The City of Bloomington and the Town of Normal ("Town") are both entitlement communities for CDBG funding and collaborate to create a CPP for both communities in partnership with the McLean County Regional Planning Commission.

Currently, the City and the Town operate based on a CPP that was implemented in 2018 and amended in 2020. Development of the 2025-2029 CDBG Consolidated Plan began last year, and it was determined by the 2025-2029 Consolidated Plan steering committee that a review of the CPP would be beneficial. Both the City and the Town worked with stakeholders to revise the CPP with the goal of having a new CPP operational by the beginning of the public engagement period for the 2025-2029 Consolidated Plan. A summary of updates made to the CPP is listed below. Additional changes were made to increase clarity and improve the format of the document.

- Applicable Federal regulation citations were added to sections of the plan for the

public to easily see regulatory requirements.

- Increase in the number of days for a public hearing notice from 14 calendar days to 15 calendar days.
- Addition of language regarding virtual public hearings if unforeseen and unpreventable events render in-person public gatherings impossible or inadvisable, such as a natural disaster or public health emergency.
- Disaster response and recovery language was added in the event CDBG funds become available for that purpose.
- Addition of language for responding to HUD waivers that may impact the CPP.

This public hearing on the draft CPP is being held to allow public and City Council comment with formal action and approval set for the meeting on 03/11/2024. This plan does require HUD approval and may be subject to changes requested by HUD.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Several stakeholders were consulted during the revision of the Citizen Participation Plan. Consulted organizations include the McLean County Regional Planning Commission, the Town of Normal, the Housing Authority of the City of Bloomington, and the U.S. Department of Housing and Urban Development.

The draft CPP has been available for public review and comment since 01/23/2024. The public comment period will close on 02/24/2024. The draft CPP is available on the City's website (bloomingtonil.gov), at the HUB (115 East Washington Street, Suite 103), the ECD office (115 East Washington Street, Suite 201), and at the Bloomington Public Library. A limited number of printed copies will be made available upon request.

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 N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area), Objective A (City should continue to use CDBG grants to support partner organizations such as the West Bloomington Revitalization Project to have a collective impact on revitalization); Goal H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), Objective H-1.2b (Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues); Goal H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities), Objective H-1.3e (Ensure neighborhoods are walkable and have access to alternative modes of transportation and other amenities to make them attractive to aging populations); Goal H2.3 (Rehabilitate housing in the designated Regeneration Area), Objective H-2.3b (Develop and maintain programs that identify substandard housing and provide a wide spectrum of options to correct housing code violations), Objective H-2.3h (Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition); Goal HL-1.2 (Protect, enhance and maintain parks and green space equitably throughout the City), Objective HL-1.2b (Update older equipment in various City parks as identified in the City's Parks Plan); Goal CWB-1 (End chronic homelessness and reduce the severity of situational homelessness), Objective A (The City of Bloomington should actively partner with groups such as McLean County

Continuum of Care and Human Service Council to address factors contributing to homelessness); Goal TAQ-1.4 (Pedestrian safety for users of all transportation facilities), Objective TAQ-1.4b (Provide a sidewalk system that provides safe routes to schools), Objective TAQ-1.4c (Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[E&CD 2B Draft CDBG Citizen Participation Plan](#)

CITIZEN PARTICIPATION PLAN

CITY OF BLOOMINGTON AND TOWN OF NORMAL

Background

The US Department of Housing and Urban Development (HUD) provides annual funding to eligible local municipalities, counties, and states, known as Entitlement Communities, through the Community Development Block Grant (CDBG). CDBG is allocated on a formula basis and must be used to provide decent housing, create suitable living environments, and expand economic opportunities, principally to the benefit of low- and moderate-income (LMI) persons. The CDBG program is authorized under Title 1 of the Housing and Community Development Act of 1974, as amended.

Both the City of Bloomington and Town of Normal, herein after referred to as the Entitlement Communities, receive annual funding from HUD through the CDBG program. Entitlement Communities are required by law to adopt a detailed Citizen Participation Plan containing the policies and procedures for stakeholder consultation and public engagement in the development of the five-year Consolidated Plan, Annual Action Plans, and annual Consolidated Annual Performance Evaluation Report (CAPER). To be most effective, citizen participation and consultation must be an ongoing process. To that end, this Citizen Participation Plan outlines opportunities for citizen engagement at all stages of the funding process.

The Regional Housing Advisory Committee of McLean County was established in April 2018 to address housing issues regionally and comprehensively for people of all ages, incomes, and abilities. Under McLean County Regional Planning Commission (MCRPC) leadership, the Entitlement Communities each prepared and submitted to HUD their Consolidated Plans with a regional focus for the 2020-2024 Consolidated Plan periods. This process was successful and will continue for future plans.

Introduction

The Citizen Participation Plan has been developed in accordance with the applicable federal regulation of 24 CFR Part 91.105 Citizen Participation; Local Governments. This plan will be reviewed no less than once during each five-year Consolidated Plan period and amended, as necessary, per the policies and procedures outlined within.

Participation by LMI and other Disadvantaged Persons (24 CFR 91.105(a)(2))

It is the policy of the Entitlement Communities to provide equitable access and encourage meaningful participation from all residents of the community. This includes LMI persons, particularly those living in blighted or higher poverty neighborhoods, and areas where CDBG funds are proposed to be used as outlined in the Consolidated Plan. For the purposes of CDBG funding, a resident is considered low-income if their annual household income equals 50% or less of the Area Median Income (AMI) as defined annually by HUD. A person is considered moderate-income if their annual household income is between 51% and 80% of the AMI. Predominately low-to-moderate income areas are defined as any area where at least 51% of the residents have income equal to or below 80% of the AMI for any given year. The determination of whether an area meets the LMI income definition is made by the Entitlement Community at the time a project of area-wide benefit is funded and based on current data provided by HUD.

CITIZEN PARTICIPATION PLAN

CITY OF BLOOMINGTON AND TOWN OF NORMAL

The Entitlement Communities also actively encourage participation of minorities or people of color, non-English speaking persons, and persons with differing abilities. Actions to encourage participation shall include wide-spread outreach and public engagement efforts, conducting public meetings in targeted neighborhoods, conducting public hearings during convenient hours, offering meetings and hearings in a hybrid or fully virtual format, when appropriate, translation services of notices and other vital communications in languages other than English, providing language assistance as needed, and providing documents in formats accessible to persons with disabilities upon request.

Participation by Relevant Stakeholders (24 CFR 91.105(a)(2))

The Entitlement Communities will actively encourage participation of local and regional institutions in the process of developing the Consolidated Plan. Such organizations include but are not limited to the following: business and civic organizations, housing developers, housing /homeless service providers, health care organizations, philanthropic organizations, and community-based, faith-based, and other nonprofit organizations. In the process of developing the Consolidated Plan, the Entitlement Communities shall also consult with the Central Illinois County Continuum of Care (McLean County hub), Bloomington Housing Authority, broadband internet service providers and organizations involved with narrowing the digital divide; agencies involved with management of flood prone areas, public land and water resources, and emergency management services.

Outreach Techniques

The Entitlement Communities shall implement a range of public engagement and stakeholder consultation methods such as focus groups, key informant interviews, public meetings, public hearings, electronic and paper-based surveys, social media campaigns and other methods to maximize input from residents and stakeholder groups.

Development of the Consolidated Plan/Annual Action Plan (24 CFR 91.105(b))

Prior to adoption of the Consolidated Plan and each subsequent Annual Action Plan, the Entitlement Communities shall make available to residents and stakeholders:

1. The total amount of assistance expected to be received from HUD;
2. The range of activities that may be undertaken with these funds;
3. The estimated amount of funding that will benefit persons of low-to-moderate income;
4. Plans to minimize displacement of persons, including specifying the type and level of assistance that will be made available to any persons displaced; and
5. When and how this information will be made available to the public.

At least 30 calendar days before the Consolidated Plan/Annual Action Plan is submitted to HUD, the Entitlement Community shall publish a summary of the contents of the Consolidated Plan/Annual Action Plan in a local newspaper of general circulation and inform all citizens of the locations where complete copies of the document will be available, including the Entitlement Community's website. A reasonable number of free copies will be made available to citizens and groups that make such a request.

As described in the Public Comment and Hearings section below, each Entitlement Community will conduct at least one public hearing during the development of the Consolidated Plan and each subsequent Annual Action Plan. The Entitlement Communities shall also provide information on how to

CITIZEN PARTICIPATION PLAN

CITY OF BLOOMINGTON AND TOWN OF NORMAL

submit comments and input on the Consolidated Plan/Annual Action Plan. The Entitlement Communities will consider comments or views of residents received in writing or orally at the public hearings when preparing the final Consolidated Plan/Annual Action Plan. A summary of any comments or views, including any comments or views not accepted and the reasons why, shall be included in the final plan.

Consolidated Plan/Annual Action Plan Amendments (24 CFR 91.105(c))

The Entitlement Communities shall amend a Consolidated Plan/Annual Action Plan whenever one of the following decisions have been made:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To add a new goal or remove a goal previously described in the plan; or
3. To change the purpose, scope, location, or beneficiaries of a project.

Consolidated Plan/Annual Action Plan amendments that do not meet the Substantial Amendment, as defined below, will be updated in paper copies of the Consolidated Plan/Annual Action Plan made available in the locations specified under “Public Access” below and on the website. Additionally, the changes will be described in the CAPER.

Substantial Amendment (24 CFR 91.105(c))

Criteria for which a change would constitute a substantial change, and thereby require formal adoption of an amendment to the Consolidated Plan/Annual Action Plan, would include one or more of the following conditions:

1. Increasing or decreasing funding levels for a given project by \$100,000 or more than the previously adopted amount;
2. Modification of a project to address a different national objective; or
3. Changes in use of funds from one eligible category to another.

This list represents the Entitlement Community’s criteria for determining what constitutes a substantial amendment and, therefore, subject to the Citizen participation process.

Substantial changes shall be advertised in the local newspapers notifying citizens that copies of the changes are available at the Entitlement Community’s office(s) and website for review and comment prior to adoption. A public comment period of not less than 30 calendar days shall be allowed prior to implementation of the substantial amendment, which will align with the process set forth in the Public Comment and Hearing section below. Written comments must be submitted to the staff identified in public notice. The Entitlement Community will consider any comments or views of residents received in writing or orally at the public hearing prior to adoption of the substantial amendment. A summary of comments or views, including any comments or views not accepted and the reasons why, shall be attached to the substantial amendment.

The Entitlement Community will ensure that any amendment to the Consolidated Plan/Annual Action Plan is consistent with its certification to Affirmatively Further Fair Housing and the Analysis of Impediments to Fair Housing.

CITIZEN PARTICIPATION PLAN

CITY OF BLOOMINGTON AND TOWN OF NORMAL

In the event of a presidentially declared disaster, any CDBG funds reallocated to address the disaster will be considered a non-substantial amendment if the reallocation does not exceed 50% of the entitlement community annual allocation for that program year.

Citizen Participation Plan Amendments (24 CFR 91.105(c))

The Citizen Participation Plan shall be reviewed no less than once during each five-year Consolidated Plan Period. The Entitlement communities shall amend the Citizen Participation Plan whenever one of the following changes have been made:

1. Any change to the Consolidated Plan/Annual Action Plan Amendment criteria as outlined above; or
2. A change in the minimum number of days for public notice or public comment period.

This list represents the Entitlement Community's criteria for determining what constitutes a substantial amendment and, therefore, subject to the Citizen participation process.

Substantial changes shall be advertised in the local newspapers notifying citizens that copies of the changes are available at the Entitlement Community's office(s) and website for review and comment prior to adoption. A public comment period of not less than 30 calendar days shall be allowed prior to implementation of the substantial amendment, which will align with the process set forth in the Public Comment and Hearing section below. Written comments must be submitted to the staff identified in public notice. The Entitlement Community will consider any comments or views of residents received in writing or orally at the public hearing prior to adoption of the substantial amendment. A summary of comments or views, including any comments or views not accepted and the reasons why, shall be attached to the substantial amendment.

Citizen Participation Plan amendments that do not meet the Substantial Amendment threshold will be updated in copies of the Citizen Participation Plan and website. Additionally, the changes will be described in the CAPER.

Performance Reports (24 CFR 91.105(d))

Each Entitlement Community must submit an annual performance report (CAPER) to HUD within 90 calendar days of the end of the program year. The Entitlement Communities shall invite and encourage all citizens and stakeholder organizations to assess and submit comments on all aspects of performance in meeting the Consolidated Plan/Annual Action Plan goals and objectives. The Entitlement Community will provide notice in local newspapers on the opportunity to comment on the report for a period of not less than 15 calendar days prior to its submission to HUD. All comments received in writing or orally will be considered in preparing the final CAPER. A summary of all comments or views shall be submitted as part of the report to HUD. The Entitlement Communities will provide copies of the performance report at the Entitlement Community's office(s) and on the website.

CITIZEN PARTICIPATION PLAN

CITY OF BLOOMINGTON AND TOWN OF NORMAL

Reasonable and Timely Notice (24 CFR 91.105(f))

Entitlement Communities must provide residents of the community with reasonable and timely access. Notices of all public hearings shall be widely advertised by placing ads in local newspapers and on the Entitlement Community's website not less than 15 calendar days prior to each public hearing. All notices of public hearings shall indicate the location, date and time of the meeting, and the topics to be considered.

All hearings will be held at times and in locations convenient to beneficiaries and allow for broad participation from all community members. Hearings will be conducted in ADA compliance facilities. Reasonable accommodations will be provided for non-English speaking and physically-, visually, and hearing-impaired individuals, as appropriate. Individuals with impairments shall request accommodations a minimum of 5 business days' notice prior to the public hearing date.

Virtual Public Hearings

In the event of an unforeseen and unpreventable event that renders in-person public gatherings impossible or inadvisable, such as a natural disaster or public health emergency, public hearings may be held as a virtual hearing. Hearing formats may include webinars, webcasts, telecasts, radio, or audio broadcasts, or other virtual communication tools as appropriate for the meeting format. Virtual hearings must provide, at a minimum, an opportunity for citizens to publicly ask questions and for the presenter or public officials to make public response. All questions and responses will be documented, either in written form, such as meeting minutes or chat scripts, or recorded, or as otherwise appropriate for the meeting format. Virtual public hearings will be publicly noticed, and in the event the traditional noticing tools are unavailable or will not effectively reach the public, alternative public noticing efforts will be made and documented.

Disaster Response and Recovery

HUD CPD Notice 17-06: Using CPD funds for Disaster Response and Recovery directs entitlement communities to be prepared to respond quickly to a disaster by ensuring that the possible use of federal funds for disaster response is included in the Citizen Participation Plan, Consolidated Plan, and Annual Action Plan.

Final Plan Approval

The City of Bloomington and Town of Normal Councils shall approve and adopt the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, and any amendments to these plans prior to submission to HUD for final approval.

Public Access to Records (24 CFR 91.105(h))

Each Entitlement Community shall provide residents, public agencies, and other interested parties with access to the records listed below at any time during normal business hours. Materials shall also be provided in a form accessible to persons with different abilities or limited English proficiency, upon request.

1. Citizen Participation Plan;

CITIZEN PARTICIPATION PLAN

CITY OF BLOOMINGTON AND TOWN OF NORMAL

2. Consolidated Plan/Annual Action Plans, including any substantial amendments;
3. Consolidated Annual Performance Evaluation Report (CAPER); and
4. Analysis of Impediments to Fair Housing.

The above documents will be posted to each municipality's website. Paper copies can be viewed at the following locations:

Bloomington

Economic and Community Development Department, 115 E. Washington St., Bloomington
City Clerk, 115 E. Washington St., Bloomington
Bloomington Public Library, 205 E. Olive St., Bloomington

Normal

Inspections and Planning Department, 1 Uptown Circle, 2nd Floor, Normal
Town Clerk, 11 Uptown Circle, 2nd Floor, Normal
Normal Public Library, 206 W. College Ave, Normal

Records on past usage of CDBG funds will be maintained for the previous five plan years.

Waivers

All of the requirements of this Citizen Participation Plan are subject to change in the event of guidance or waivers from HUD. In the event that HUD issues guidance or waivers that affect citizen participation in the planning process, the Entitlement Communities will attempt to provide as much notice as possible while still complying with the guidance or waiver received from HUD.

Anti-Displacement

For all CDBG projects, the Entitlement Communities will attempt to avoid any citizen or business displacement where feasible. In the event that an Entitlement Community undertakes a project with federal funding that would involve displacement, procedures identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, will be followed.

Technical Assistance (24 CFR 91.105(i))

Reasonable levels of technical assistance shall be provided throughout the Consolidated Plan/Annual Action Plan process. Such access shall include help with any program application process. The provision of funding alone is not considered a reasonable level of technical assistance. Likewise, providing technical assistance does not guarantee assistance.

Complaints (24 CFR 91.105(j))

The applicable Entitlement will provide a timely, substantive written response to every written complaint within 15 business days.



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Minutes of the January 8, 2024, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes 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 minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, Council Minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council Minutes are available for public inspection and posted to the City's website within ten (10) days after Council approval.

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: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JANUARY 8, 2024, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Surena Fish spoke in person.

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.

Leslie Yocum, City Clerk, asked that Item 7.C. not be considered mentioning that updates needed to be made to the Item and it would return at a later time.

Council Member Boelen made a motion, seconded by Council Member Becker, to approve the Consent Agenda with the exception of 7.C.

Item 7.A. Consideration and Action to Approve the Minutes of the November 27, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$12,942,770.06, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. was pulled from the Consent Agenda by Leslie Yocum.

Item 7.D. Consideration and Action on a Resolution Authorizing the Rejection of All Bids for the Tuckpointing & Sealing 2023 Project (Bid #2024-16), as requested by the Department of Operations & Engineering Services, and the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.E. Consideration and Action on Approving a Change Order with Ray O'Herron for the Purchase of Police Uniforms (P.O. # 20240077), in the amount of \$50,000, as requested by the Police Department. (Recommended Motion: The proposed Change Order be approved.)

Item 7.F. Consideration and Action on a Resolution Approving the First Amendment to Agreement for Professional Services with Baxter and Woodman, Inc. Regarding Community Change Grant Drafting and Application, in the Amount of \$50,000, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

Item 7.G. Consideration and Action on an Ordinance Approving the Final Plat of Wittenberg Woods at Prairie Vista Fourth Addition, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 001

An Ordinance Approving the Final Plat of Wittenberg Woods at Prairie Vista Fourth Addition

Item 7.H. Consideration and Action on a Resolution Approving Participation in a Watershed Improvement Grant with the Mclean County Soil and Water Conservation District and the Expenditure of Funds in the Amount of \$185,300 as the City's Cost-Share Contribution to Said Grant, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.I. Consideration and Action on an Application from Pilot Travel Centers, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., Requesting Approval of a Change of Ownership for a Class GBPS (Convenience, Beer & Wine Only, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Ownership be approved.)

Item 7.J. Consideration and Action on an Application from JL Palma, LLC d/b/a Venue 309, located at 1611 Morrissey Dr., Units 2 & 3, Requesting Approval of the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License Creation be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler
Motion carried.

Items Pulled from Consent Agenda

Item 7.C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department.

The Item was not considered.

Regular Agenda

No items were presented.

City Manager's Discussion

City Manager, Tim Gleason, shared a video highlighting upcoming events. He wished everyone a Happy New Year, expressed pride in the community's 2023 accomplishments and promised even more in 2024.

Mayor's Discussion

Mayor Mwilambwe shared that he would be attending the U.S. (United States) Conference of Mayors in Washington D.C. at the time of the next meeting and had asked Mayor Pro Tem Boelen to sit for the meeting. He was excited to learn more about different communities and how to better the City.

Council Member's Discussion

No discussion was had.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Becker, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 6:09 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$9,501,281, 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 \$9,501,281 (Payroll total \$3,133,346.60 Accounts Payable total \$5,797,614.65, and Bank Transfers total \$570,319.75.

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: Stacey Moews,

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
1/26/2024	\$ 2,533,395.75	\$ 599,026.25	\$ 3,132,422.00
			\$ -

Off Cycle Adjustments	\$ 2,154.35	\$ (1,229.75)	\$ 924.60
PAYROLL TOTAL			\$ 3,133,346.60

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
2/12/2024	AP General	\$ 4,950,988.13
2/12/2024	AP JMScott	\$ -
2/12/2024	AP Comm Devel	\$ 2,264.00
2/12/2024	AP IHDA	\$ 315.00
2/12/2024	AP Library	\$ 162,689.78
2/12/2024	AP MFT	\$ 7,200.00
01/18/24-02/07/24	Out of Cycle AP	\$ 674,157.74
11/02/23-01/31/24	AP Bank Transfers	\$ 570,319.75
AP TOTAL		\$ 6,367,934.40

PCARDS

Date Range	\$0.00
PCARD TOTAL	\$0.00

GRAND TOTAL	\$ 9,501,281.00
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on Approving a Change Order in the Amount of \$5,925 for the Den Roof Project, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Change Order be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: The Parks & Recreation Department is recommending the approval of a Change Order in the amount of \$5,925 for the contract between the City of Bloomington and Top Roofing, for the replacement of additional sheathing for the Den Golf Course Club House Project.

On August 22, 2023, Council approved an Ordinance Authorizing a Construction Contract with Top Roofing for The Den Golf Course Clubhouse Roof Replacement project (Bid #2024-11), in the amount of \$60,000. This project consists of a full roof replacement for the clubhouse building. During the tear-off phase, it was determined that some roof sheathing was badly damaged due to the age of the building. In order to complete the job, Top Roofing was given permission to move forward to replace the necessary sheathing. It was unknown at the time exactly what the cost would be, but it was estimated to be under \$5,000 which would have allowed for the City Manager to approve. It was determined that the project work would have been stopped that day and left the roof exposed to the elements which could have caused even more damage while waiting for Council approval. Staff felt it was in the best interest of the City to make the repair and finish the roof.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a Change Order in the amount of \$5,925 will be processed with Top Roofing for the Den Roof Project. The total budgeted for the project was \$75,000, with the original contract approved by Council on August 22, 2023, for \$60,000. This left \$15,000 budget available. The \$5,925 change order will be processed from The Den-Buildings account (56406420-72520). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 183, 230, 324, and 327.

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-4 Continue to develop quality parks and recreational programming; Objective HL-4.1 Ensure that all parks have

amenities and facilities that appeal to residents of all ages and abilities.

Respectfully submitted for consideration.

Prepared by: Derri Kerrick, Parks Project Manager

ATTACHMENTS:

[P&R 2B Change Order](#)

[P&R 2C Final Pay App](#)

[P&R 2D Final Waiver](#)

[P&R 2E Agreement](#)



Roofing
2206 N Main St, Ste 204
Wheaton, IL 60187
LIC: 104.015954

TOP Roofing - Change Order

Project: The Den Golf Club
Client: Bloomington IL
Company rep: Abner Catugy, Chris Meza

Date: 12/04/2023
Address: 3002 Fox Creek Rd. Bloomington IL 61701

Change Order - additional materials:

<i>Price to remove failed sealant and reseal</i>	Quantity:	Cost:
Pipe boot difference from standard to split boot	9	25.00
Plywood change	38	150.00
Total:		5,925.00

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: City of Bloomington PROJECT: The Den Golf Club
 115 E Washington St. Ste. 403 3002 Fox Creek Rd.
 Bloomington IL 61701 Bloomington IL 61701

FROM: Top Roofing VIA:
 2206 N. Main. St. Ste 204
 Wheaton, IL 60187

APPLICATION NO: **Final**

DISTRIBUTION TO:

☐ GEN'L CONTRACTOR

ARCHITECT:

☐ ARCHITECT

PROJECT NO:

☐ OWNER

CONTRACT FOR:

PERIOD TO: Dec. 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this month		\$ 5,925.00	
#	Date Approved		
TOTAL		\$ 5,925.00	\$ -
Net change by Change Orders		\$ 5,925.00	ADD

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: **Top Roofing**By: **Abner Catugy****ARCHITECTS CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract

1. ORIGINAL CONTRACT SUM	\$ 60,000.00
2. Net change by Change Orders	\$ 5,925.00
3. CONTRACT SUM TO DATE	\$ 65,925.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 65,925.00
5. RETAINAGE:	
a. 10% of Completed Work	\$ -
(Includes Stored Material)	
6. TOTAL EARNED LESS RETAINAGE	\$ 65,925.00
7. LESS PREVIOUS CERTIFICATES FOR PMPT	\$ -
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 65,925.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ -

State of: **Illinois**County of: **DuPage**Subscribed and sworn to before this 6th day of December, 2023

Notary Public:

My Commission expires:

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from amount applied for)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

OFFICIAL SEAL**ANISA HOPPER**

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 3/22/25

CONTINUATION SHEET

Page 2 of 2

Subcontractor:

Application No.: **Final**

Trade:

Application Date:

Project Name: The Den Golf Course

Period To: Dec. 2023

A	B	C	D	E	F	G		H	I
ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIAL IN STORAGE (Not in D + E)	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE 10%
			FROM PRIOR APPLICATION (D + E)	THIS PERIOD					
1	Materials	\$ 20,000.00	\$ -	\$ 20,000.00	-	\$ 20,000.00	100%	\$ -	\$ -
2	Labor	\$ 21,000.00	\$ -	\$ 21,000.00	-	\$ 21,000.00	100%	\$ -	\$ -
3	Equipment	\$ 2,000.00	\$ -	\$ 2,000.00	-	\$ 2,000.00	100%	\$ -	\$ -
4	Logistics	\$ 4,000.00	\$ -	\$ 4,000.00	-	\$ 4,000.00	100%	\$ -	\$ -
5	Sheetmetal	\$ 1,000.00	\$ -	\$ 1,000.00	-	\$ 1,000.00	100%	\$ -	\$ -
6	Gutters/Downs	\$ 8,000.00	\$ -	\$ 8,000.00	-	\$ 8,000.00	100%	\$ -	\$ -
7	Office	\$ 4,000.00	\$ -	\$ 4,000.00	-	\$ 4,000.00	100%	\$ -	\$ -
8	CO	\$ 5,925.00	\$ -	\$ 5,925.00	-	\$ 5,925.00	100%	\$ -	\$ -
9		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
10		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
11		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
12		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
13		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
14		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
15		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
16		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
17		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
18		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
19		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
20		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
21		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
22		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
23		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
24		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
25		\$ -	\$ -	\$ -	-	\$ -	0%	\$ -	\$ -
	TOTALS	\$ 65,925.00	\$ -	\$ 65,925.00	\$ -	\$ 65,925.00	100%	\$ -	\$ -

FINAL WAIVER

STATE OF Illinois
COUNTY OF DuPage

Gty# _____
Loan # _____
Request # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of Bloomington
to furnish Roof and Gutter Replacement
for the premises known as The Den Golf Course Clubhouse
of which City of Bloomington is the owner.

THE undersigned, for and in consideration of SIXTY-FIVE THOUSAND, NINE-HUNDRED, TWENTY-FIVE & 00/100
(\$ 65,925.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby
waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and
monies, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or on the
machinery heretofore furnished to this date, by the undersigned for the above-described premises.

Given under my hand and seal this 6th day of DECEMBER 2023

Signature and Seal:



NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF Illinois
COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE undersigned being duly sworn, deposes and says that he(she) is Abner Catugy
Owner of TOP Roofing
who is the contractor for the Roof and Gutter Replacement work on the building
located at The Den Golf Course Clubhouse
owned by City of Bloomington

That the total amount of the contract including extras is \$ 65,925.00 on which he(she) has received payment of
\$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
Top Roofing	Labor & Stock Supplies	\$49,285.12		\$49,285.12	\$0.00
ABC Supply	Supplies	\$16,639.88		\$16,639.88	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$65,925.00	\$0.00	\$65,925.00	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of
any kind done or to be done upon or in connection with said work other than above stated.

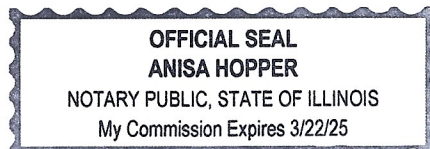
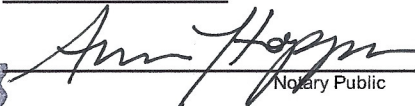
Signed this 6TH day of DECEMBER 2023

Signature:



Subscribed and sworn to
before me this

6TH day of DECEMBER 2023



**CITY OF BLOOMINGTON AGREEMENT WITH
PREMIER ROOFING DESIGN
FOR
THE DEN GOLF COURSE CLUBHOUSE ROOF REPLACEMENT
24th**

THIS AGREEMENT, dated this 11 day of October, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Premier Roofing Design (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

This Agreement was subject to the following procurement initiative by the CITY:

2024-11 "The Den Golf Course Clubhouse Roof Replacement" (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting

from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes

of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals

by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding

the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Premier Roofing dba Top Roofing
2206 N. Main St., Suite 204
Wheaton, IL 60187
Toproofinc@gmail.com

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

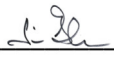
Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

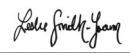
Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: 
Its City Manager

ATTEST:

By: 
Its City Clerk



VENDOR

By: 
Top Roofing - Abner Catugy
Its CEO

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Scope of Work

The City of Bloomington is seeking to install a new roof on The Den Golf Course Clubhouse building at 3002 Fox Creek Rd, Bloomington IL, 61701. This will include removal of the existing shingles, ventilation, underlayment, drip edge, pipe boots, any compromised sheathing. Replacement of any compromised sheathing, underlayment, drip edge, shingles, pipe boots, and ventilation. Underlayment to be two rows of ice and water shield and synthetic felt. Installation of new 30-year asphalt shingles and new gutter (gutters to be 5”) and downspout system.

Contractor Responsibilities

1. Obtain roofing permit from the City of Bloomington.
2. Purchase, delivery, and disposal of all materials.
3. Protection and cleaning of job site.

Specifications

1. Shingles are to have a minimum of a 30-year warranty with a 130 MPH wind rating. Dark Grey in color. Bring sample board to pre-bid Meeting.
2. Granulated ice and water shield and synthetic felt to be used.
3. White drip edge, gutter apron, and gutters.
4. If box vents are to be used rather than ridge vent, vents are to be black in color.

Schedule

1. Work is to begin the week of November 13th, 2023.
2. Working hours are from 7:00 AM – 5:00 PM

EXHIBIT B
COSTS/FEES

The Den Golf Course Clubhouse Roof Replacement					Premier Roofing Design dba Top Roofing	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Base Bid will be inclusive of all work and requirements listed in the specifications. Bids will be valid for 90 days following the bid opening.	1	LS	\$60,000.00	\$60,000.00
Total						

Payment

Upon satisfactory completion of work and within 45 days of receipt of invoice.



The Den Golf Course Roof Bid Specifications

7/31/2023

Scope of work:

1. New roof on The Den clubhouse building. 3002 Fox Creek Rd, Bloomington IL, 61701
2. Remove existing shingles, ventilation, underlayment, drip edge, pipe boots, any compromised sheathing.
3. Replace any compromised sheathing, underlayment, drip edge, shingles, pipe boots, and ventilation. Underlayment to be two rows of ice and water shield and synthetic felt.
4. Install new 30-year asphalt shingles.
5. Install new gutter and downspout system. Gutters to be 5".

Contractor Responsibilities:

1. Obtain roofing permit from the City of Bloomington.
2. Purchase, delivery, and disposal of all materials.
3. Protection and cleaning of job site.

Roof shingles and Accessories:

1. Shingles are to have a minimum of a 30-year warranty with a 130 MPH wind rating. Dark Grey in color. Bring sample board to pre-bid Meeting.
2. Granulated ice and water shield and synthetic felt to be used.
3. White drip edge, gutter apron, and gutters.
4. If box vents are to be used rather than ridge vent, vents are to be black in color.



Parks and Recreation

109 E. Olive St., PO BOX 3157

Bloomington, IL 61702-3157

Phone: 309-434-2260

Schedule:

1. Work is to begin the week of November 13th, 2023.
2. Working hours are from 7:00 AM – 5:00 PM



City of Bloomington
Parks, Recreation & Cultural Arts
Eric Veal, Director
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2024-11

The Den Golf Course Clubhouse Roof Replacement

RESPONSE DEADLINE: September 12, 2023 at 10:00 am

Report Generated: Thursday, September 21, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Premier Roofing Design dba Top Roofing	\$60,000.00
Chiattellos Roofing & Construction	\$106,625.00
Tiles in Style, LLC	\$148,850.00

THE DEN GOLF COURSE CLUBHOUSE ROOF REPLACEMENT

Base Bid

The Den Golf Course Clubhouse Roof Replacement						Chiattellos Roofing & Construction		Premier Roofing Design dba Top Roofing		Tiles in Style, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure		Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid will be inclusive of all work and requirements listed in the specifications. Bids will be valid for 90 days following the bid opening.	1	LS		\$106,625.00	\$106,625.00	\$60,000.00	\$60,000.00	\$148,850.00	\$148,850.00

EVALUATION TABULATION
ITB No. Bid #2024-11
The Den Golf Course Clubhouse Roof Replacement

The Den Golf Course Clubhouse Roof Replacement					Chiattelos Roofing & Construction		Premier Roofing Design dba Top Roofing		Tiles in Style, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Total						\$106,625.00		\$60,000.00		\$148,850.00



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Change Order to Purchase Order Number #20240063 for the Fiscal Year 2024 Utility Maintenance Contract with George Gildner Inc., in the Amount of \$500,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Change Order be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: Staff is requesting that the Fiscal Year ("FY") 2024 Utility Maintenance purchase order with George Gildner Inc., be increased by \$500,000. The original purchase order was issued for \$2,294,800. As of the end of December, we have already exhausted this original purchase order amount that was allocated to Water Transmission & Distribution account 50100120-70550. We are replacing lead services at a more rapid pace and the extra funding to Water Transmission & Distribution account 50100120-70550 will help continue to support the replacement of more lead service lines and the increased main break repairs associated with our aging system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will increase Purchase Order Number #20240063 for the Fiscal Year 2024 Utility Maintenance Contract with George Gildner Inc., in the amount of \$500,000. If approved, a budget transfer will be processed to move \$500,000 from the Water Mechanical Maintenance-Land account (50100160-72510) to the Water Transmission & Distribution account (50100120-70550) where Purchase Order #20240063 will be increased by \$500,000. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 125 and 140.

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 UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment); and Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of current and future residents)

Respectfully submitted for consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

ATTACHMENTS:

[WTR 1B Purchase Order](#)



ORIGINAL

Purchase Order

Fiscal Year 2024

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **20240063-00**Delivery must be made within
doors of specified destination.B
I
L
L
T
OCITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334V
E
N
D
O
RGEORGE GILDNER INC
2031 IRELAND GROVE RD
BLOOMINGTON IL 61704-7103
UNITED STATESS
H
I
P
T
OPUBLIC WORKS DEPARTMENT
109 E OLIVE ST
BLOOMINGTON IL 61702-3157

309-434-2220

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
309-663-8458						
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
05/19/2023	47				PUBLIC WORKS ADMINISTRATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
1	PROFESSIONAL, ADMINISTRATIVE & CONSTRUCTION SERVICES		1.0	EACH	\$2,294,800.00	\$2,294,800.00
	General Construction Services					
	Fiscal Year 2024 Utility Maintenance Project per Bid #2023-26 and executed contract in the Amount of \$2,294,800 as approved by Council 4/24/23 Item 7J					
	***** GL SUMMARY *****					
	50100120 - 70550 488,242.33					
	50100140 - 70550 48,824.23					
	50100160 - 70550 244,121.17					
	51101100 - 70550 861,259.48					
	51101100 - 70580 108,682.74					
	53103100 - 70550 484,458.46					
53103100 - 70580 59,211.59						

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Procurement Manager

PO Total

\$2,294,800.00

104



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Purchase of Network Access Layer Switch Hardware from Sentinel Technologies for Replacement of Aging Devices, in the Amount of \$222,129, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: Sentinel Technologies designed and implemented the City's existing core networking and firewall environment. Since implementation, they have also been engaged in supporting and maintaining the environment and have assisted in modifying the environment in support of various projects. They have an intimate knowledge and understanding of the City's current core networking and firewall environment. The City has an ongoing capital investment with Sentinel and it would be costly to bring in a new firm that would have to go through the learning curve and allow time for internal personnel to be trained.

The core network switches serve as the gateway for all other network connectivity in the Government Center for the City. They provide primary routing and data switching to ensure proper performance for all devices and the connection to the main data center. The existing core network switches are beyond their end of life and are beginning to experience failures and other performance issues. This investment is crucial for maintaining a reliable, secure, and high-performing network infrastructure that is essential for our day-to-day operations.

Information Technology is recommending the purchase of 49 Cisco Catalyst 9200 series network switches, using the Omnia Partner Contract (TDSynnex #OMNIA-R200803, expires 9/30/2024) in the amount of \$222,129.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase 49 Cisco Catalyst 9200 series network switches from Sentinel Technologies, using the Omnia Partner Contract (TDSynnex #OMNIA-R200803, expires 9/30/2024) in the amount of \$222,129 for the replacement of aging devices. If approved, a budget transfer will be processed to move \$222,129 from the Information Technology-Capital Outlay Office and Computer Equipment account (10011610 - 72120) to the Information Technology-Office Supplies account (10011610-71010). The reason

for the budget transfer is that the individual items do not cost \$5,000 or more, thus not meeting the City asset threshold for capitalization. Stakeholders can locate this in the FY 2024 Budget Books 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: Craig McBeath, IT Director

ATTACHMENTS:

[IT 1B Quote/Contract](#)

[IT 1C Previous Contract](#)

[IT 1D Omnia Partner Contract](#)



We have prepared a contract for you

Switch Refresh

Contract # [REDACTED]

OMNIA Partners, (TDSynnex) #OMNIA-R200803

Prepared for:

City Of Bloomington

Steve Mattis
smattis@cityblm.org

Appendix A

-

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington (Customer) with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby appended to include the following:

Commencement Date Agreement No. 001

Hardware/Software Only

-

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

Bill of Materials

Product Description	Qty	Price	Ext. Price
CATALYST 9200L 48-PORT POE+, 4 X 10G, NE	49	\$2,978.00	\$145,922.00
NORTH AMERICA AC TYPE A POWER CABLE	49	\$0.00	\$0.00
Config 5 Power Supply Blank	49	\$0.00	\$0.00
Catalyst 9200 Blank Stack Module	98	\$0.00	\$0.00
NETWORK PLUG-N-PLAY LICENSE FOR ZERO-TOU	49	\$0.00	\$0.00
Cisco Catalyst 9200L Stack Module	49	\$803.00	\$39,347.00
Catalyst 9200 Stack Module	98	\$0.00	\$0.00
50CM Type 4 Stacking Cable	49	\$0.00	\$0.00

Subtotal: \$185,269.00



Licensing

Product Description	Qty	Price	Ext. Price
Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.			
Initial Term: 36 Months Requested Start Date: Upon Order Billing Model: Prepaid Renewal Term: Requote			
C9200L NETWORK ESSENTIALS, 48-PORT LICEN	49	\$0.00	\$0.00
C9200L DNA ESSENTIALS, 48-PORT TERM LICE	49	\$0.00	\$0.00
C9200L CISCO DNA ESSENTIALS, 48-PORT, 3 YEAR TERM LICENSE	49	\$740.00	\$36,260.00
Subtotal:			\$36,260.00



Invoicing, General Terms and Assumptions

Hardware Invoicing

☒ Upon Shipment

If over \$100K, 50% deposit at time of order, will be invoiced in advance of shipment.

Subscription/License Invoicing

☒ At the beginning of the contract - In Full

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.



SENTINEL[®]

Payment Terms - Hardware

-

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

Shipping and Handling

Product Description	Qty	Price	Ext. Price
Shipping & Handling - Billed as Actual	1	\$600.00	\$600.00
Subtotal:			\$600.00



Switch Refresh

Prepared by:

Sentinel Technologies, Inc

Ray Gerard
309-836-2323
rgerard@sentinel.com

Prepared for:

City Of Bloomington

109 E Olive St
Bloomington, IL 61701-5217
Steve Mattis
+18155094260
smattis@cityblm.org

Contract Information:

Contract # [REDACTED]

Version: 4
Delivery Date: 01/24/2024
Expiration Date: 02/07/2024

Quote Summary

Description	Amount
Bill of Materials	\$185,269.00
Licensing	\$36,260.00
Shipping and Handling	\$600.00

Total: \$222,129.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

Sentinel Technologies, Inc

City Of Bloomington

Signature:

Name: Robert Lenartowicz

Title: Chief Operating Officer

Date: 01/24/2024

Signature:

Name:

Title:

Date:

Region 4 Education Service Center (ESC)

Contract # R200803

for

*Cyber Security Solutions and Associated
Products & Services*

SYNNEX Corporation

Effective: October 1, 2020

The following documents comprise the executed contract between Region 4 Education Service Center and SYNEX Corporation, effective October 1, 2020:

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

APPENDIX A

CONTRACT

*This Contract ("Contract") is made as of **August 25**, 2020 by and between **SYNNEX Corporation** _____ Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Cyber Security Solutions and Associated Products & Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 20-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

CONTRACT

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

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

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

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

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

CONTRACT

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name SYNNEX Corporation
Address 39 Pelham Ridge Drive
City/State/Zip Greenville, SC 29615
Telephone No. 800-452-4822
Email Address danielbr@synnex.com
Printed Name Daniel Brennan
Title Vice President & Senior Counsel
Authorized signature  E-SIGNED by Daniel Brennan on 2020-04-16 09:10:18 EST

Accepted by Region 4 ESC:

Contract No. R200803

Initial Contract Term October 1, 2020 to September 30, 2023


Region 4 ESC Authorized Board Member

8/25/2020
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

8/25/2020
Date

Linda Tinnerman
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

No exceptions taken in Region 4 contract

Exceptions indicated pertained to OMNIA Partners and were addressed

Cyber Security Solutions and Associated Products & Services (TD SYNEX)

Region 4 ESC - TX

Contract Number: R200803

Initial Term: October 1, 2020 to September 30, 2023

Renewal Options: Option to renew for two (2) additional one-year periods through September 30, 2025

RENEWED THROUGH September 30, 2024

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Authorized Subcontractors](#)
- [Approved Line Card](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Award Letter](#)
- [Contract Renewal 1](#)
- [Tech Data Merger 09.29.2021](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)

- [RFP Addendum 2](#)
- [RFP Addendum 3](#)
- [RFP Addendum 4](#)
- [RFP Addendum 5](#)
- [RFP Addendum 6](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Expanding the Automatic License Plate Reader (ALPR) Program to Work in Conjunction with the Public Safety Camera System (PSCS) through the Purchase of 10 Additional Flock, Inc. Licenses, an Additional Portable ALPR Camera, and OS Platform Software, in the Amount of \$67,400, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The Bloomington Police Department's ("BPD") Strategic Plan and City's current community policing philosophy encompasses the proactive use of new technologies in concert with investigative procedures that are cost-effective, while increasing departmental efficiencies and community transparency. In FY21 (January 2020), BPD sought private grant monies to expand its current Public Safety Camera Systems (PSCS). During the spring of 2021, BPD was granted \$32,500 in private monies to assist with the expansion of this system. Due to COVID-19, the project was paused several times, and the monies went unspent and were returned to the General Fund.

If approved, the City will purchase 1 stand-alone license plate reader and 10 licenses from FLOCK Group, Inc., to integrate existing Public Safety Cameras into the existing FLOCK network. The subscription cost for this purchase is \$50,900 per year for 1 year. Additionally, there are one-time fees totaling \$10,500, which is a one-time purchase to be paid in full in FY 2024. The cost of the first year and one-time fees is \$67,400.

Earlier in FY24, BPD applied for a grant through the Illinois Attorney General Office for Organized Retail Crime. BPD was subsequently awarded \$65,000 for the purchase of additional ALPR Cameras and the OS Platform. \$65,000 of this contract will be paid for using grant funding. The remaining \$2,400, will be made from the Police operating funds.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Safety & Community Relations Board ("PSCRB") has routinely been updated when any changes to the ALPR Program have occurred. In this case, Assistant Chief Wamsley informed the board of the proposed updates during their January 2024 Meeting.

Previously, the PSCRB held a special meeting on February 23, 2022, to review and consider the proposed use of the Flock cameras. At the meeting, the PSCRB, by motion, unanimously recommended the following:

1. In the Police Department's Flock Camera Use Policy in the section on accountability, additional information should be included about how information and use stemming from the cameras will be shared externally, potentially with the PSCRB, so there is better external public accountability, transparency, oversight and reporting to the public;
2. It be noted there were concerns from the community about this that were noted in the public comment;
3. There be more discussions and open forums if and when this agreement comes back for a contract extension or renewal; and
4. That the PSCRB approved of the cameras as a crime-solving tool, not for crime reduction.

At the meeting, Chief Simington indicated the policy could be modified to include routine reports to the PSCRB to provide for the recommended external and public reports of non-confidential information.

FINANCIAL IMPACT: If approved, the City will expand the Automatic License Plate Reader (ALPR) Program to work in conjunction with the Public Safety Camera System (PSCS) through the purchase of 10 Additional Flock, Inc. Licenses, an additional portable ALPR Camera, and OS Platform Software, in the amount of \$67,400. Although not budgeted, \$65,000 of the \$67,400 cost will be offset by a grant through the Illinois Attorney General's Office for Organized Retail Crime. This will be paid from the Police-Repair/Maintenance Office & Computer Equipment account (10015110-70530). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 234. The \$65,000 grant revenue will be recorded in the Police-State Grant account (10015110-53120).

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: Aaron Veerman, Assistant Police Chief

ATTACHMENTS:

[PD 2B Flock Agreement](#)

[PD 2C Flock Scope of Work](#)

[2D Flock ALPR Sole Source](#)

[2E Flock Group Inc LSJF](#)

[2F Organized Retail Crime Grant Program Agreement](#)

Flock Safety + IL - Bloomington PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Philip Nanni
phil.nanni@flocksafety.com
8159156316

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety’s public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

Software Add-Ons	
Advanced Search Package	Unlock more leads and build stronger cases with minimal evidence on the front-end of your investigations with Advanced Search features: • Visual Search - Upload any digital image and transform it into an investigative lead • Multi-Geo Search - Link a single suspect vehicle to multiple crimes, even without a vehicle description or plate number • Convoy Analysis - Detect suspect vehicles frequently traveling together to identify accomplices to serial or organized crimes
Software Integrations	Access real-time incident data in a single ESRI-based map by layering intelligence from your existing data streams into your Flock Safety software experience. • Computer-Aided Dispatch (CAD) Integration - Provide your Dispatchers and Patrol Officers with real-time incident context from 911 calls. Display CAD events in your Flock Safety Map, including important incident information like location, priority, and event type. • Automatic Vehicle Location (AVL) Integration - Bring live patrol locations and status into a single map view, giving dispatchers and patrol officers more context to deploy resources effectively and decrease incident response times.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Video	
Dramatically increase the effectiveness of your investment in vehicle recognition by layering live video. Live video streaming and retention provide officers more context before arriving on the scene of an incident (i.e., enhanced situational awareness) and more substantial evidence during post-incident case resolution, promoting safety and crime reduction. Display live video streams, retain video footage, and sift through video footage from third-party and Flock Safety video cameras.	
Flock Safety Wing™ Integration	Flock Safety Condor™ Video
Integrate third-party live video streams to bolster LPR effectiveness with situational awareness. Build better cases with a built-in video management system (VMS). Collect and manage video evidence with 7-day footage retention, instant replay, and downloadable MP4 evidence.	Access real-time and recorded video with a video-as-a-service subscription. Respond to incidents more confidently and solve more crime without managing hardware procurement, installation, or infrastructure and IT maintenance.

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer:	IL - Bloomington PD	Initial Term:	12 Months
Legal Entity Name:	IL - Bloomington PD	Renewal Term:	24 Months
Accounts Payable Email:	jmcqueen@cityblm.org	Payment Terms:	Net 30
Address:	305 S East St Bloomington, Illinois 61701	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$50,900.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Wing ™ LPR	Included	10	Included
Flock Safety Falcon ® Flex	Included	1	Included
Flock Safety Video Products			
Flock Safety Wing ™ VMS	Included	100	Included
Flock Safety Platform Add Ons			
FlockOS Community Program - 20 / 160		160	\$6,000.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Community Program Implementation Fee - 20 / 160	\$10,000.00	1	\$10,000.00
Professional Services - Wing Implementation Fee	\$500.00	1	\$500.00
Subtotal Year 1:			\$67,400.00
Annual Recurring Subtotal:			\$50,900.00
Discounts:			\$600.00
Estimated Tax:			\$0.00
Contract Total:			\$67,400.00

Community Program will be subject to pre-payment by Customer. After 270 days, if more than 25% of the pre-paid connections have not been utilized, the outstanding connections will automatically be converted to Customer-subscribed Flock Safety Wing(s). No additional signature will be required for automatic conversion to Flock Safety Wing. In the alternative, Customer will have the option to convert unused funds from the pre-paid connections to purchase Flock Hardware (including, Flock Safety Falcon, Flock Safety Raven, Flock Safety Condor, etc.). Customer signature shall be required to convert pre-paid connections to Flock Hardware. For the avoidance of doubt, all conversions will: 1) be subject to Flock's Terms and Conditions including but not limited to the Reinstall Fee Schedule; and 2) will become part of Customer's Flock Service subscription and automatically renew for successive renewal terms of the greater of one (1) year or the length set forth on the Order Form, unless Customer gives Flock notice of non-renewal at least thirty (30) days prior to the end of the Term. Customer shall not be entitled to a refund for the Community Program, including for any unused funds or connections. Customer represents and warrants that Customer will obtain permission for Flock to install Flock Hardware related to the Community Program on any third-party property.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$67,400.00
Annual Recurring after Year 1	
Contract Total	\$67,400.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$600.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.
Flock Safety Wing™ LPR	Software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology® for license plate capture.	The Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Elite

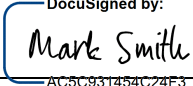
FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Convoy Search	Identify vehicles that have been seen together so you can verify a potential accomplice and getaway car used during a string of vehicle thefts; Show me vehicles that were seen near this specific car multiple times.
Visual Search	Upload a suspect vehicle photo from and alternative source (i.e. CCTV, doorbell camera, mobile phone), and machine learning will match it to vehicles recorded by Flock Safety cameras in the past 30 days
Multi Geo Search	Perform single and multi-location-based searches to link a suspect vehicle to one, or multiple crime scenes
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Custom Hot List Deconfliction Portal	Allows Flock users to identify overlapping investigations and provide the contact information of opted-in parties to facilitate collaboration.
Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.
Real-Time Routing (Formerly Vehicle Pursuit)	Displays possible vehicle routes on the Map after Hot List Hits
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	Ability for customers (and Flock Admins) to add & view public and proprietary ESRI map layers to FlockOS' Map experience.

AVL Connection	Displays Automatic Vehicle Location (AVL) of Patrol Vehicles on the Map, providing additional situational awareness.
CAD Connection	Displays Computer Aided Dispatch (CAD) alerts such as 911 calls on the Map, providing additional context.
Body Camera/Dash Camera Integration	Displays Body Worn Camera (BWC) locations on the Map, providing additional situational awareness.
Floor Plans	Displays interior floor plans of buildings on the Map, providing additional situational awareness
Camera Registry Program	Flock Safety built and maintained agency website that allows citizens to register their cameras and indicate that they may be viewed by law enforcement. Law enforcement can view each registered camera's location on the FlockOS map.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Bloomington PD

By: 
Name: Mark Smith
Title: General Counsel
Date: 1/18/2024

By: _____
Name: _____
Title: _____
Date: _____
PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 07 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) and Flock will ensure any involved third party acts with the same standard of care Flock has been bound to under this Agreement as applicable.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use every commercially reasonable effort to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with commercially reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make every commercially reasonable effort to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the direct actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by the direct actions of Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In

the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Background Check. Any Flock employee having access to a Customer facility will be subject to a thorough background check, including information from any law enforcement agency, administrator, court, governmental body, federal or provincial agency, institution, school or university (public or private), information service bureau, employer or insurance company. Flock agrees to provide Customer with all copies of such background investigations upon request, and understands that Customer reserves the right to limit or restrict access to Customer facilities at the sole discretion of the Customer.

3.3 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, revocable (at will), worldwide license to use the Customer Data to perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement.

Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least

thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms, by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period at Flock's own expense and without charge to Customer. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not

terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make every commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY

APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE

GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock will provide Customer with the opportunity to resolve any concern and both Parties agree, in good faith, to determine whether or not to veto a specific location. If a location has been vetoed, Flock will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent from the Customer, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with

DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event that either Party or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the other's reputation, the effected Party shall have the option to terminate this Agreement upon prior written notice to the other. In the event of such termination by Customer, Flock will return fees paid by Customer for any unrendered service within 30 days of said termination. In the event of such termination by Flock due to the Customer's actions, Customer would not be entitled to a refund of any prepaid fees.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

11.17 Expert Witness. Flock shall provide an expert witness to testify when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Customer has relied on Flock technology to formalize charges against a defendant. The Customer or any other entity or individual requesting the appearance of Flock shall pay any fee as may be agreed

upon with Flock, or as provided by law for such appearance. Testimony or deposition services shall not be provided until suitable fee arrangements have been made.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 115 EAST WASHINGTON STREETT, SUITE 403

ATTN:

CONTRACT MANAGER; LEGAL DEPARTMENT

EMAIL:

LEGAL@CITYBLM.ORG

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Flock Safety Professional Services

Implementation Services

Statement of Work For Bloomington Police Department FlockOS Elite

Effective Date: 01/11/2024

Revision: 2

SOW Version: 1.0

Drafted by: Ryan Blinn

Introduction

This Statement of Work ("SOW") is between Bloomington Police Department ("Customer") and Flock Group Inc ("Flock Safety"). This Statement of Work is governed by the Master Service Agreement with Flock Safety and Customer. This SOW defines the scope of the services that Flock Safety will provide to the Customer. This Statement of Work provides definitions and mutual understanding of the work to be completed.

Project Summary

Flock Safety will implement FlockOS Elite at Bloomington Police Department by bringing in:

- 100 streams from a Milestone server
- 20/160 Wing Gateway via Community Roll Over Program
- Tyler Technologies - Enterprise CAD
- Axon Body 3 and Fleet 3
- Axon Air (dronesense)
- ESRI shape files
- Community Engagement Webpage.

Descriptions of Services

The following services will be provided as part of this Statement of Work. Any Services not described herein will require a Project Change Request (PCR).

Project Readiness Services

Flock Safety will provide a Technical Project Manager for engagement that will be responsible for the following tasks:

- Reviewing Statement of Work and contractual responsibilities of both parties with the Customer's lead point of contact.
- Providing project plans to the Customer and updating the plan during the length of the engagement.
- Measurement and evaluation of the progress.
- Handoff upon project completion

Configuration and Validation

Flock Safety Implementation technicians will:

- CAD Integration - The following fields will be ingested and present on the map
 - Description
 - Priority
 - Status
 - EventTime
 - Location
 - StreetAddress
 - City
 - State
 - Country
 - Latitude
 - Longitude
 - Vehicles
 - DispatchedUnits
 - CallerPhone
 - Comments
 - Id
 - SequenceNumber
 - Text
 - IsConfidential

- Axon Integration
- Milestone VMS Integration
- Axon Air (DroneSense)
- Community Website
- Configure ESRI Based map Interface
- Implement Video Management System
- Integrate existing Flock Hardware
- Set up Real-Time alerting on all Flock Hardware
- Enable Unlimited Users
- Configure Flock Insights/Analytics page
- Enable Flock ALPR Search tool with vehicle fingerprint analytics
- Enable Real-Time NCIC alerts on Flock ALPR cameras
- Enable Custom hot list deconfliction portal

Video Feeds

- Configure up to 100 of VMS video feeds within Flock OS package
- Enable Live view and Replay on all video feeds. Flock Safety Wing Gateway includes 14 days on edge storage. Cloud Wing Replay includes 7 days of storage.

Wing Gateway NVR's (Community Roll Over Program)

- Flock will configure up to 20 Wing Gateway devices not to exceed 160 streams.

Out of Scope:

- Physical installation of any product not supplied by Flock.
- Software changes/configurations outside of FlockOS.
- Network configurations outside of Flock standards.

Flock Gateway Configuration

Customer Responsibilities to be completed prior to Flock Safety Site Visit:

- Customer Networking rules (port forwarding)
- Camera information including IP address, Port forwarding, Camera Login and manufacturer, Lat and Long,
- Open HTTP access and RTSP (UDP and TCP) to the UniBox.
- Onsite IT representative with networking access available
- Power for NVR
- Available physical ethernet port to interface with cameras via Onvif

VMS Integration

- Flock Safety will need access to the VMS server from Flock's IP of 54.157.57.206 to accomplish bringing in streams on demand.
- Customer will provide information per camera to be integrated:

- ONVIF username and password
- Latitude and longitude of camera
- Camera ID or VMS specific differentiator.

Project Conditions

- Project Timeline is dependent upon the information supplied by the customer. All information that is asked by Flock Safety, is required to be completed prior to Flock Employee onsite.
- Streams will be available within 5 business days of Flock product installation.
- This may exclude change orders and or individual stream troubleshooting.
- Wing gateway install requests will be completed according to a rolling 90 day schedule.
- Flock Safety will develop a community partnership website for camera registrations and additions in accordance with Flock Standard Templates unless otherwise stated in this SOW.
- Flock Safety will be onsite quarterly to install Wing Gateways. There will be 4 install visits that will be planned with Flock and the Customer.

Work Breakdown	Resource	Onsite	Remote
FlockOS Elite Package	Sales Engineer, Integration Manager	X	X
Upgrades/Enhancements			

Implementation Services Purchased	Number of Gateways
Wing Gateway	Up to 20 Gateway devices or 160 streams. Whichever comes first.

Payment Terms

Services will be invoiced as per the terms on your Flock Safety quote and contract. Flock Safety Professional Services labor rate is \$250 per hour for all services above and beyond those purchased and outlined in this statement of work.

Acknowledgement and Approvals

Upon completion of this SOW, no additional services are due to the Customer under this SOW.

The parties, through their authorized representatives signed below, hereby agree to the terms of this Statement of Work as of the Effective Date.

Flock Safety	
Name	Tyler Carlson
Title	Senior Director, Solutions Engineering
Signature	DocuSigned by: Tyler Carlson
Date	1/18/2024

Customer Name	
Name	
Title	
Signature	
Date	



Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. **Vehicle Fingerprint Technology™:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. **Integrated Cloud-Software & Hardware Platform:**

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
 - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety’s Wing™ Suite
 - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
 - Ability to potential access additional cameras from Flock Customers, including: Peoria, LeRoy, Champaign, Rantoul, Mahomet, Springfield, at no additional cost

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7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

LIMITED SOURCE JUSTIFICATION
(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Flock Group Inc
Flock, 5419

Amount: \$ 67,400

Date: 1/22/2024

Description of item/service:

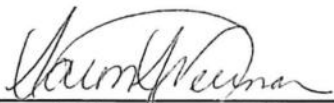
One (1) additional Flock Stand Alone ALPR, ten (10) Flock Licenses for Integrations, and a One (1) Year Subscription to Flock OS.

Justification- Explain why this vendor is the only vendor that can perform this work:

The police department is requesting this as a limited source for the following reasons:

- * The previous investment with FLOCK allows us to maintain that infrastructure currently in place
- * The positive service, support, and overall satisfaction with FLOCK in general
- * The satisfaction with the performance of All FLOCK Hardware and services
- * The proprietary interaction between the line of FLOCK products and the various systems already in place locally and nationwide.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.



(Name and Signature of Department Head)

1/22/2024

Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur ☒ QV do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

2/2/2024

Date



**OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS**

KWAME RAOUL
ATTORNEY GENERAL

**ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT**

This agreement, made this 14 day of November, 2023, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, City of Bloomington, an Illinois governmental agency hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 44, Section 85 of Public Act 102-0698, effective July 1, 2022 (Public Act 102-0698, effective July 1, 2022) (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, not signed, together with plans and specifications State of Illinois, as contemplated by the Public Act; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated, not signed, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 12 months, commencing July 1, 2023, and ending June 30, 2024, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall operate a program in accordance with "Program Description and "Clients Served" of the application submitted to the Administrator;

(b) Grantee shall use \$65,000.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(c) Grantee shall maintain an accounting system that substantially comports with the requirements set forth in the provisions of Title 89, Section 1100.200 of the Illinois Administrative Code (89 Ill. Adm. Code §1100.200);

(d) Grantee shall submit to the Administrator financial and activity reports by July 15, 2024 or at the completion of the funded project, whichever comes first. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than July 15, 2024. Such reports shall substantially comport with Title 89, Section 1100.270 (a) and (b) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.270 (a) and (b)). Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(e) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(f) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$65,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing before August 30, 2023, on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend

the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

- (a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;
- (b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or
- (c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done substantially in accordance with the requirements and restrictions of Title 89, Sections 1100.230 (e) (2) (A) – (E) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.230 (e)(2)(A) – (E)).

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Violent Crime Victims Assistance Fund.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*)

(b) Grantee agrees that neither it nor its employees shall:

- 1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or
- 2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 *et seq.*) and the Solicitation For Charity Act (225 ILCS 460/0.01 *et seq.*), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. **SEXUAL HARASSMENT POLICIES.** Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. **IMMIGRATION REFORM AND CONTROL ACT OF 1986.** Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. **BRIBERY.** Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. **FELONY CONVICTION.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. **SARBANES-OXLEY ACT.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C.

§7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. **NON-ASSISTANCE CERTIFICATION.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. **DEBT DELINQUENCY.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. **USE TAX.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. **ENVIRONMENTAL PROTECTION ACT.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is

no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. **EDUCATIONAL LOANS.** To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. **BID RIGGING AND BID ROTATING.** Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. **DUES TO CLUBS WHICH DISCRIMINATE.** Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. **INTERNATIONAL ANTI-BOYCOTT.** Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. **DRUG FREE WORKPLACE CERTIFICATION.** This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and

agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

- (a) Publishing a statement:
 - i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;
 - ii) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - A) Abide by the terms of the statement; and
 - B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - i) The dangers of drug abuse in the workplace;
 - ii) Grantee's or contractor's policy of maintaining a drug free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: City of Bloomington

(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 37-6001563

Grantee certifies that it is performing the services covered by this Agreement as a(n):
(please check one)

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Single-Member Limited Liability Company
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Estate or trust
- ☐ Limited Liability Company (select applicable tax classification)
 - ☐ C Corporation
 - ☐ S Corporation
 - ☐ Partnership
- ☐ Other: _____
 - ☒ Governmental Entity—Political Subdivision of the State of Illinois
 - ☐ Nonprofit corporation exempt under IRS Code Section 501(c)(3)

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

X The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

☐ The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. **EXPATRIATED ENTITY CERTIFICATION.** As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. **NOTICES.** All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
Violent Crime Victims Assistance Program
100 West Randolph Street, 12th Floor
Chicago, Illinois 60601

GRANTEE:

City of Bloomington
305 South East
Bloomington, IL 61701

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 24-0240ORC.

32. **MAINTENANCE OF RECORDS.** Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Special Project Grant Agreement for which adequate

books, records, and supporting documentation are not available to support their purported disbursement.

33. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

34. **MODIFICATION OF AGREEMENT.** No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

35. **APPLICABLE LAWS.** The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator:

By: 
Kwame Raoul, Illinois Attorney General

11/14/23

Date

Grantee: City of Bloomington^{A.H.}

Signature: 

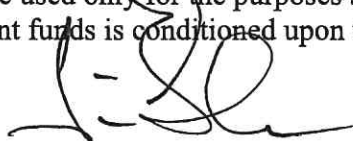
Type or print name and title Tim BLEASON, City Manager

Date 10/9/23

GRANTEE CERTIFICATION:

I, Tim BLEASON, City Manager
(Print Name) (Print Title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4, that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.



(Signature)

Subscribed and sworn before me on this 19th day of Oct, 2023

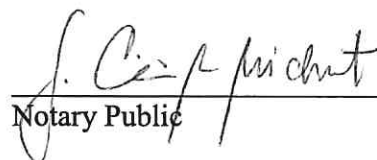

Notary Public



EXHIBIT A
Grant Award
PROJECT BUDGET
24-0240ORC

Equipment	
LPR Cameras	\$32,000.00
OS Platform	\$33,000.00
Training	
Overtime Pay	
Total	\$65,000.00



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving an Agreement with Brightly Software Inc., to provide implementation and hosting services for Asset Essentials and Energy Manager Solutions for a Total Amount of \$241,810.31 for the Initial Setup, Implementation, and Annual Subscriptions through FY 2027, as requested by the Information Technology Department and the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: If approved, Brightly's Asset Essentials and Energy Manager cloud-based software systems which improve staff efficiencies and reduce operational and energy costs will be implemented. Asset Essentials is an advanced asset and operations management system in which users can initiate, assign, and track the progress of maintenance work orders and manage assets and equipment for all City facilities. The system has mobile and geographic information system (GIS) capabilities, advanced workflows with preventive maintenance scheduling, and intuitive technology for predictive maintenance. The system also includes inventory management for tracking parts, supplies, tools, and other components needed for repair and maintenance.

Staff efficiency is maximized by receiving, processing, and assigning all work orders and managing assets and maintenance activity based on the availability of staff, parts, tools, and other items needed to complete the work. The program also leverages the City's existing GIS system to plan and route material acquisition and maintenance work across all City facilities.

Performing regular preventive maintenance can extend the life of equipment by as much as 35%, minimizes failures that result in emergency repairs, and typically costs 12%-18% less than reactive maintenance. Simply increasing preventative maintenance from 2% to 20% could save over \$100K per year.

Energy Manager is a tool that empowers building operators, facility managers, and energy managers to quickly identify energy waste, better prioritize action, and make smarter operational decisions. The program provides access to real-time data and advanced energy

analytics. Energy Manager sets the stage for data-driven discussions with intuitive reports and charts that show areas of energy waste. The system will centralize our energy bills and usage data for more efficient tracking and reporting of historic and current energy consumption.

At regular defined intervals, Energy Manager obtains current energy data and invoices and automatically uploads them into the system. This automated process maximizes staff efficiency by ending the monthly manual data entry of all energy usage and invoices. The program also uses an intuitive comparison process to catch billing errors and other anomalies. Other efficiencies are gained by the ability to track, measure, and verify energy conservation projects. Reporting includes energy cost reduction and true return on investment. Other reporting options include CO & CO2 emission reduction, total carbon footprint reduction, and other sustainability data. Since people use energy in buildings, these reports can be used to build a culture of conservation by engaging staff, visitors, and other community members.

The biggest incentive for implementing Energy Manager is energy conservation and the resulting cost savings. The program allows users to actively manage energy usage by obtaining and evaluating real-time interval data so energy reduction decisions can be implemented quickly and efficiently. Historical data from other users of Energy Manager show an average annual energy reduction of 20% to 35%. The City's energy costs have been steadily increasing for the past few years and will probably exceed \$4M for 2023 once all invoices are received. The proposed \$80K annual expense for the Asset Essential and Energy Manager is roughly 2% of the City's annual energy cost. Utilizing these tools to increase staff efficiencies and reduce operational and energy costs by 2% or more will pay for the software.

This purchase will be made utilizing the Sourcwell Joint Purchasing Contract 090320-SDI, expiring on November 2, 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City Manager will sign a 38-month agreement for initial setup and implementation and annual subscriptions for \$241,810.31 broken down into annual payments of: (FY 2024) - \$43,386.01, (FY 2025) - \$62,327.02, (FY 2026) - \$66,066.64, (FY 2027) - \$70,030.64. If approved, the initial payment for FY 2024 will be processed from the Information Technology-Office and Computer account (10011610-70530), where the payment will be expensed. The Information Technology Department will include the FY 2025, FY 2026, and FY 2027 commitments in the respective future year budgets. 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: Angela Yandel, Enterprise Systems Manager

ATTACHMENTS:

IT 2B Contract Quote
2C Dude Solutions Contract



PREPARED FOR

City Of Bloomington, IL ("Subscriber")
109 East Olive Street
Bloomington, IL 61701

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

January 17, 2024



Discounts and Concessions provided are only valid if pricing proposal is accepted on or before February 29, 2024

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract [REDACTED]

Subscription Term: 38 months (03/01/2024 - 04/30/2027)

Cloud Services					
Item	Start Date	End Date	Pricing Based On	Discount % Sourcewell	Investment
Asset Essentials Core Plus	3/1/2024	4/30/2024	407,825.00 Sq. Ft.	21.00% 20.00%	2,234.54 USD
- Facilities/ Physical Plant Module	3/1/2024	4/30/2024		21.00%	Included
- Asset Essentials Inventory	3/1/2024	4/30/2024		21.00%	Included
2.0 Month(s) included at no additional cost on the first term 03/01/2024 - 04/30/2024					-2,234.54 USD
					Subtotal: 0.00 USD



Professional Services			
Item	Pricing Based On	Discount % Sourcewell	Investment
Asset Essentials Core Implementation with Consulting	407,825.00 Sq. Ft.	5.00% 25.00%	12,552.11 USD
			Subtotal: 12,552.11 USD
Total Initial Investment			12,552.11 USD



Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract [REDACTED]

Subscription Term: 38 months (03/01/2024 - 04/30/2027)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Utility Bill Population	3/1/2024	4/30/2024	383.00 Accounts	3,136.20 USD
Energy Manager Public Billboard	3/1/2024	4/30/2024	200.00 Facilities	572.28 USD
Energy Manager Professional	3/1/2024	4/30/2024	200.00 Facilities	2,861.49 USD
Energy Manager Interval Data Recording Ongoing Management	3/1/2024	4/30/2024	50.00 Meters	1,583.33 USD
2.0 Month(s) included at no additional cost on the first term 03/01/2024 - 04/30/2024				-5,017.10 USD
			Subtotal: 3,136.20 USD	
Professional Services				
Item	Pricing Based On		Investment	
ESTAR Sync Setup	118.00 Facilities		9,752.70 USD	
			Subtotal: 27,697.70 USD	



Professional Services		
Item	Pricing Based On	Investment
Utility Bill Population Implementation	383.00 Accounts	7,231.00 USD
Energy Manager Implementation	200.00 Facilities	4,072.00 USD
Historical Utility Bill Population	383.00 Accounts	6,642.00 USD
		Subtotal: 27,697.70 USD
Total Initial Investment		30,833.90 USD



Cloud Services				
Item	Discount % Sourcewell	Investment Year 2 Start Date: 05/01/ 2024	Investment Year 3 Start Date: 05/01/ 2025	Investment Year 4 Start Date: 05/01/ 2026
Asset Essentials Core Plus	21.00% 20.00%	13,407.25 USD	14,211.68 USD	15,064.38 USD
- Facilities/ Physical Plant Module	21.00%	Included	Included	Included
- Asset Essentials Inventory	21.00%	Included	Included	Included
Total:		13,407.25 USD	14,211.68 USD	15,064.38 USD



Cloud Services			
Item	Investment Year 2 Start Date: 05/01/ 2024	Investment Year 3 Start Date: 05/01/ 2025	Investment Year 4 Start Date: 05/01/ 2026
Utility Bill Population	18,817.20 USD	19,946.23 USD	21,143.01 USD
Energy Manager Public Billboard	3,433.66 USD	3,639.68 USD	3,858.06 USD
Energy Manager Professional	17,168.91 USD	18,199.05 USD	19,290.99 USD
Energy Manager Interval Data Recording Ongoing Management	9,500.00 USD	10,070.00 USD	10,674.20 USD
Total	48,919.77 USD	51,854.96 USD	54,966.26 USD

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration



- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support
 - 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.



- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require



- product support, Implementation Specialist will submit to Company Support
- Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.



Energy Manager Implementation Statement of Work

Summary:

Company will provide implementation services to Subscriber to implement EM (Energy Manager), an energy management software that empowers facility and energy managers alike to identify utility waste, better prioritize action and make smarter operational decisions with centralized management of utilities. This 60-day implementation service includes access to Company's on-line Learning Management System (LMS), dedicated implementation resources, data loading assistance, and implementation guidance as Subscriber configures their account and train users.

In Scope:

The Deliverables below will be considered in scope of this SOW:

1. EM Implementation
2. EM Training

Deliverables:

- Project Kick-Off Call
- Access to Financial Force Community project collaboration tool
- Standard database configuration imports using data input templates and utility bill copies
- One-on-one database configuration guidance by dedicated Implementation Specialist
- Training on best practices and content
- Unlimited access to LMS and on-line help content (during and after implementation)

Acceptance Process:

As each deliverable is completed, the Company Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal. Once the last deliverable has been completed, the service will be deemed delivered in full and the implementation project closed.

- Project initiation
 - Kickoff call complete
 - Data, configuration, and training requirements provided



- Account Setup and Configuration
 - Facility, vendor, account, meter and bill data has been setup and configured based on provided data
- Bill Entry
 - Subscriber has been trained on bill entry
- User Acceptance Testing& End User Training
 - System walk-through complete and end users have received training on Energy Manager

Assumptions:

Company Assumptions:

- Company will not access any 3rd party systems for the purpose of exporting data.
- Any services not explicitly included in this SOW are assumed to be out of scope and quoted separately.

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Subscriber will be responsible for providing facility, vendor, account, and meter data in data input templates provided.
- If Subscriber is unable to provide data within 60 days of project kick-off call, the Subscriber will be responsible for manually adding data into Energy Manager.
- If Subscriber is unable to provide data in the data input templates provided, additional services can be purchased.
- Subscriber will responsibility for providing one utility bill per vendor within 60 days. If Subscriber does not provide utility bills, Subscriber will be responsibility for setting up bill line items in Energy Manager.
- Subscriber has up to (10) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Introductions – Project Roles and Responsibilities
 - Overview of implementation process and tools and data import templates
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to project plan on interactive project plan



- Account Setup and Configuration
 - Subscriber attends Energy Manager Introduction virtual classroom training or review equivalent help content to understand basic navigation and configuration requirements
 - Subscriber compiles facility, vendor, account and meter data in specified data input format and utility bills copies
 - Initial data review call with Implementation Specialist
 - Company will configure system settings, facilities, vendors, accounts, meters, and bill line items.
- Bill Entry
 - Subscriber will attend Bill Entry virtual classroom training or review equivalent help content
 - Subscriber enters utility bills into Energy Manager based on bill line items set up by Implementation Specialist
 - Subscriber to connect with Implementation Specialist within 60-day period on account configuration and bill entry questions
- Use Case Testing and User Training
 - Implementation Specialist will perform use case testing to ensure solution readiness and run reports in Energy Manager to confirm data is consistent
 - Have representatives from various user roles login to confirm they can execute job functions as expected
 - Confirm users can access Energy Manager and perform expected job functions
 - End-user walkthrough and training
- Project Close

Sample Project Timeline (project timelines may vary):

Phase	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Project Kickoff								
Account Setup & Configuration								
Bill Configuration & Entry								
Use Case Testing & User Training								
Project Close								

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:



The Project Close phase and closure of the implementation milestone will trigger billing for the implementation services.

Energy Manager – New ENERGY STAR Portfolio Manager Account Sync Setup Service

- City Of Bloomington, IL provides information for the person that will be the Administrator of the Portfolio Manager account.
- Company creates the new ENERGY STAR Portfolio Manager account.
- City Of Bloomington, IL collects and inputs facility attributes and space uses/types via Company Energy Manager's ENERGY STAR module. This will identify facilities and meters to establish in ENERGY STAR's Portfolio Manager account for City Of Bloomington, IL and will enable synchronization of data beginning upon the first Meter Data upload.
- City Of Bloomington, IL uploads historical and/or current meter data to Portfolio Manager using the Energy Manager's ENERGY STAR module.

Energy Manager – Existing ENERGY STAR Portfolio Manager Account Sync Setup Service

- City Of Bloomington, IL provides login credentials for their existing Portfolio Manager account to Company.
- Company shares (with exchange privileges) [CLIENT NAME's] Portfolio Manager properties with the Energy Manager's Portfolio Manager account.
- Company synchronizes the Portfolio Manager account for City Of Bloomington, IL with their Energy Manager account.
- Company maps Portfolio Manager properties for City Of Bloomington, IL to their Energy Manager facilities.
- Company uploads historical meter data to Portfolio Manager Account for City Of Bloomington, IL for ENERGY STAR rating calculation metrics moving forward.
 - Note: Existing meter data is moved to the "not used in metrics" category, which can be accessed for reference.
- City Of Bloomington, IL maintains their Portfolio Manager Account thru the Energy Manager's ENERGY STAR module.



Energy Manager – Utility Bill Import Setup Service

- Company designs, constructs and tests the file format(s) for use in importing energy data.
- After completion of the import format, the importing of utility bill invoice data into Energy Manager will be performed by City Of Bloomington, IL.
- City Of Bloomington, IL will be responsible for verifying and importing cost, consumption, accuracy and/or the appropriateness of invoice data provided by the utility provider or client.

Utility Bill Population and Historical UBP – Standard Implementation Statement of Work

Purpose

Brightly (Company) Utility Bill Population Standard Implementation is designed to provide our clients with guidance by experienced subject matter experts to ensure an effective and efficient implementation and a faster ROI. With over 12,000 clients successfully using our software, we understand what it takes to successfully implement your solution and look forward to working with you through our Standard Implementation service.

Value

By partnering with Brightly and taking advantage of our Standard Implementation Service, you are provided expert guidance in the best practice enrollment of the Utility Bill Population service (Historical and/or Ongoing) in conjunction with your Energy Manager database.

By following our focused project plan, you will experience faster time to value with utility bill data populating into your Energy Manager database. Our approach streamlines the enrollment process and empowers the Client Project Lead to fully own and operationalize Energy Manager with historical and/or current, ongoing utility bill data quickly within their organization. The sooner your login credentials are validated and/or utility bills are uploaded to your folder, the sooner data will come in to the database.

Any changes to this statement of work shall be handled through project change controls.

Deliverables

- Project Kick-Off Call
- Access to Financial Force Community project collaboration tool
- Final utility bill population configuration supported by 1-on-1 bill acquisition and enrollment guidance
- Go-live support during enrollment and launch
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars with office hours during and after project
- Support resources are available for technical assistance by Phone and Email between 8am – 6pm EST, Monday - Friday



- Phone: 1-877-655- 3833
- Email: support@dudesolutions.com (<mailto:support@dudesolutions.com>)

Methodology and Approach

Brightly understands the importance of moving quickly to be able to configure a new system and drive adoption within your organization to facilitate a smooth transition from your current system to Energy Manager. Your Standard Utility Bill Population Implementation will begin with a Kickoff Call with one of our Implementation Specialists. From there, an Implementation Specialist will guide and assist you through the enrollment. Below is a summary of the standard implementation process.

Standard Implementation for Historical and Ongoing Utility Bill Population Service

Your implementation team will be here to assist you during the duration, beginning with the Kick-Off Call.

PHASE	Project Kick Off	Responsible Party
Kick Off	Kickoff Call with Implementation Specialist. (Concurrent with Energy Manager) Agenda: • Introductions – Project Roles and Responsibilities • Overview of Implementation Process and Tools • Discuss Current Processes and Goals • Review Basecamp and Resources • Review Utility Bill Population Spreadsheet • Determine Timeline and Next Steps	Implementation Specialist Key Client Personnel (Client Project Lead, other major stake holders)
	Utility Account Enrollment	



Account and Bill Gathering	• Client fills out the Utility Bill Population Spreadsheet: • Enter Vendor Name for Each Account to be Enrolled in UBP Service • Enter Utility Bill Account Numbers to be Enrolled in UBP Service • Enter the Vendor Websites where bills are to be gathered • Enter User Name for Vendor Websites where bills are to be gathered • Enter Passwords for Vendor Websites where bills are to be gathered • If bills cannot be gathered online, client must indicate that clean PDF bills will be supplied. • Client will be given a secure ShareFile link where PDF bills can be uploaded by the client for processing and import into Energy Manager. • Implementation Specialist will review Utility Bill Population Spreadsheet with the client and discuss any issues that would prohibit enrollment and population of bills. • Implementation Specialist will work with data vendors to conduct preliminary enrollment and identify issues with selected accounts. • Implementation Specialist will advise client of any enrollment issues identified, make changes as needed, and will produce a final Utility Bill Population spreadsheet. • Client approves final Utility Bill Population spreadsheet and provides final validation of accounts to be enrolled after which modifications to accounts or enrollments will be handled through the change control process.	Client Project Lead Implementation Specialist
---------------------------------------	--	--



	Utility Account Enrollment	



Enrollment and Post Enrollment	• Implementation Specialist will formally enroll vendors with bills available online with the Utility Bill Population service. • Implementation Specialist will formally enroll vendors with PDF copies of bills with the Utility Bill Population service. • If sub-accounts are identified during enrollment that add to the total number of accounts then a re-scoping and re-pricing exercise might be necessary to finalize the number of accounts. • Implementation Specialist will coordinate with the Energy Data Team on any issues that arise during bill retrieval or population • Implementation Specialist will work with client to resolve issues as needed. • Client may connect with Implementation Specialist on enrollment progress.	Client Project Lead Implementation Specialist
	Utility Bill Population	



Bill Population	• Energy Data Team will import utility bill data into the client's database as it is made available by the utility vendors received for historical and/or ongoing population within 20 business days for historical bill data and 10 business days for ongoing bill data from being posted by vendor. • Energy Data Team will import utility bill data into the client's database as it is made available by the client for historical and/or ongoing population within 30 business days for historical bill data and 10 business days for ongoing bill data from being posted to ShareFile by the client. • Energy Data Team will work to resolve any issues that arise during import of historical or ongoing utility bill population.	Client Project Lead Energy Data Team
	Support: Utility Bill Population (Post Implementation)	
Utility Bill Population Enrollment Completion and Ongoing Support	• Confirm goals defined during Kickoff Call have been met • Client will contact the Company, Inc. Legendary Support Team if bill data is missing or imported incorrectly through phone or email. • Company Support by Phone: 1-877-655-3833 • Company Support by Email: support@dudesolutions.com (mailto:support@dudesolutions.com)	Client Project Lead Implementation Specialist

Special Conditions for Utility Bill Population

The Utility Bill Population Service is subject to additional terms that include the following:

- **Login Requirements:** The client must provide usernames, passwords and billing statements for utility accounts.
- **UBP Agreement Term:** The term of this agreement is to exist and continue for one year which is to begin at the date of the acceptance of this proposal.
- **Invoice:** The invoice is sent when the Utility Bill Population service is launched and the support phase of the process is started.



- **Automatic Renewal:** Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 45 days prior to renewal date.
- **Termination:** Notwithstanding any other provision to the contrary, this agreement can only be terminated for cause during the Term of this agreement.
- **Additional Accounts:** Additional accounts beyond those documented in this proposal can be set up by contacting the Company Client Service Center and are subject to additional set-up charges and renewal amounts.
- **Refunds:** The purchase price for this service is due upon acceptance and is non-refundable.
- **Cancellation:** If payment is not received prior to renewal date, service will be cancelled.

Responsibilities and Assumptions

- **Client Resource Availability:** The client will schedule time for the appropriate resources to be available to the Implementation Specialist for all scheduled required activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders.
- **Online Access:** The client will need to provide Company authorization via login names and passwords to your utility providers' websites in order to access, process, and enter bills that are available online.
- **Softcopy Bills:** It is client's responsibility to provide legible PDF softcopies for all utility bills without online access for any utility providers and associated accounts that the client wishes to have included in the Utility Bill Population service. This will allow Company to retrieve current utility bill data so that data can be populated in the software solution for the corresponding accounts on a monthly basis. We can furnish a guide that outlines the scanning and PDF requirements that should be followed when this service is purchased.
- **Accuracy and Availability:** It is the client's responsibility to contact their utility providers regarding missing or inaccurate utility bill data for accounts included in the Utility Bill Population. Company is responsible for accurate and timely entry of utility bill data into the corresponding Energy Manager account.
- **Line Items:** Company has designed the Utility Bill Population Service to capture specific line items from the bills based on the specific utility type. This is a standard list that can be provided and shows which lines items we track.
- **Utility Bill Population Import Template:** As part of the service, Company will add a bill import template called "Utility Bill Population Import" or similar. It will contain the columns and tags needed in order to provide the UBP Service each month.
- **Historical Utility Bill Population:** The same authorization is needed as the ongoing Utility Bill Population service if Company is going to be accessing historical bill data online. You may also provide legible, electronic PDF file copies of utility bills that are historical in nature to build out the requested historical data in Energy Manager if they are not available to be gathered online. Most utility companies have between 18 – 24 months of historical bills, but it will vary per vendor.
- **Working with Utility Companies:** In most cases, Company is not able to work directly with your Utility Companies to obtain bills or other information. In limited circumstances, we can work directly with Utility Companies; however, this can incur additional costs and must be specifically included in the proposed services. This also often extends the timeline to deliver populated data because Utility Companies are often slow to respond to non-customer requests. If Company includes working with your vendors as part of our proposed services, due to privacy policies and best practices, Utility Companies often ask for a Letter of Authorization from their customers in order to talk with a 3rd Party, such as Company. These letters only authorize Company to make inquiries about our clients' accounts and bills,



and does not usually mean full access to online accounts and bills. We still need our clients to provide bills either through online login credentials that can access bills and/or PDF copies.

Change Controls

- After the Utility Account Enrollment phase is complete and bill population has begun, any changes to enrolled accounts, facilities, or other data configuration changes need to be directed to Company Support and might require a re-scoping and re-pricing exercise.
- Parties may agree to modify the Services through a written change order specifically referencing this applicable Statement of Work. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.
- You may request that Company add services not in the Specifications by submitting a written proposed change order to Company. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

Project Terms and Conditions

This Statement of Work ("SOW") is entered into by and between Brightly, Inc. ("Company") and #OrganizationName# pursuant to and subject to the project terms and conditions ("Project Terms and Conditions") specified below.

Acceptance of this SOW on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this SOW and may not use the Service.

In addition, the terms of the Company Master Subscription Agreement, found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), shall govern the Services, unless Subscriber has a separate written agreement executed by Brightly, Inc. ("Company") for the Services, in which case the separate written agreement will govern. The terms of the SOW shall take precedence in the event of a conflict between the Terms and the Project Terms and Conditions. Acceptance by electronic signature is considered a valid and legally binding form of receipt.

Company reserves the right to require that overdue Client accounts be paid to current for all prior Company completed projects before a new SOW can be executed.

SOW must be accepted and signed by Client within 60 days, after which Company reserves the right to adjust or requote the engagement.

The term of this SOW shall be effective and binding and commence on the date signed by Client and shall terminate as provided herein or upon written acceptance of the work performed with final payment received.

Energy Manager – Interval Data Recording & Management Service

- Retrieval of IDR results for population into Energy Manager will be coordinated by Company with City Of



Bloomington, IL to determine the collection of what data sources are available and viable via data accumulation devices (e.g., smart meters), manual download(s) via utility service provider websites and/or emailed data files.

- Company will download and import weather data to Energy Manager based upon available local weather station data.
- Company will receive, import and validate data based on analysis metrics and flag and communicate potential issues to City Of Bloomington, IL prior to transferring data to Energy Manager for display and reporting.



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 60
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of



Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-384549 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. can provide evidence of insurance upon request.

Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten

Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is \$995 for tuition only and \$1895 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning October 1st, 2023 through March 8th, 2024.



Signature

Presented to:



November 10, 2023, 7:19:30 PM

Accepted by:

Printed Name

Signed Name

Title

Date

**Solicitation Number: RFP #090320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dude Solutions, Inc., 11000 Regency Pkwy. #110, Cary, NC 27518 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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 November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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

Vendor 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 Contract Administrator. This form is available from the assigned Sourcwell Contract 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 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **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.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable 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 Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, 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, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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.** Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

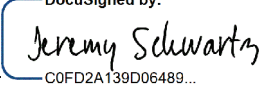
also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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.

24. CANCELLATION

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

Sourcwell

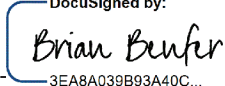
DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 Date: 10/27/2020 | 11:52 AM CDT

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 11/6/2020 | 10:35 AM CST

Dude Solutions, Inc.

DocuSigned by:

 By: 3EA8A039B93A40C...
 Brian Benfer
 Title: SVP of Sales
 Date: 11/6/2020 | 10:31 AM CST

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: Dude Solutions

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

Address: 11000 Regency Pkwy
#110
Cary, NC 27518

Contact: Melissa Buchanan

Email: melissa.buchanan@dudesolutions.com

Phone: 877-655-3833

HST#: 56-2174429

Submission Details

Created On: Tuesday July 21, 2020 08:36:17

Submitted On: Thursday September 03, 2020 10:10:22

Submitted By: Kathryn Bennett

Email: rfp@dudesolutions.com

Transaction #: 8a7239b5-02fa-4203-b5f1-1fc39aafc238

Submitter's IP Address: 73.153.115.208

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Dude Solutions, Inc.	*
2	Proposer Address:	11000 Regency Pkwy #110 Cary, NC 27518	*
3	Proposer website address:	https://www.dudesolutions.com/	*
4	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):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Caputo, General Counsel 11000 Regency Pkwy #110 Cary, NC 27518 (919) 459-3163 kelly.caputo@dudesolutions.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	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.	Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more. Company Facts Company Name: Dude Solutions, Inc. (DSI) Date Established: 1999 Markets Served: Clubs & Associations, Education, Government, Healthcare, Manufacturing Office Locations: Headquarters located at 11000 Regency Parkway, Ste 110, Cary, NC 27518 Phone number: 1-877-655-DUDE (3833) Employees: As of May 2020, we have 520+ employees Former Names: SchoolDude/FacilityDude State of Incorporation: Delaware	*

8	What are your company's expectations in the event of an award?	Dude Solutions intends to continue to closely support participating entities that are already using our products. Our Legendary Support Team and robust customer service organization will provide Sourcewell's participating entities with the product information and new services they need to keep their operations optimized. Similarly, our sales team is dedicated to expanding our roster of participating entities, offering exceptional value to Sourcewell's subscribers.	*
9	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.	Please refer to the attached financial disclosure form in the bid attachments section.	*
10	What is your US market share for the solutions that you are proposing?	In 2019, Dude Solutions surpassed \$100 million in annual revenue. Dude Solutions' more than 12,000 clients and more than 800,000 active users span Federal, DoD, State agencies, local government organizations, and commercial entities.	*
11	What is your Canadian market share for the solutions that you are proposing?	Dude Solutions currently supports more than 550 clients across education, manufacturing, government and healthcare industries throughout Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	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?	b) Dude Solutions will primarily use our own employees to implement the software we provide. Dude employees are responsible for training, onsite consultation and ongoing client support. Our sales and service force is primarily employed by Dude Solutions. In some instances, Dude Solutions will partner with third-party vendors to complete professional services such as facilities condition assessments or utility bill gathering and population. DSI leverages the below evaluation criteria when considering a subcontractor: Markets Served – Must align to DSI Markets (Education, Government, Healthcare or Manufacturing) Years in Business/Market – Must show a consistent track record in the market Geographical Areas Served – Must have regional or national footprint Number of Employees – Must have available resources to staff appropriately Revenue and Financial Stability – Must show a consistent track record of growth and profitability Subject Matter Expertise – Must provide industry knowledge and subject matter expertise Added Value Services Provided – Must provide a service that would be a value to DSI client base References – Must have quality references If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following: DSI Minimum Insurance Requirements DSI Payment Terms To become a DSI authorized Service Provider, Vendors have to have an active master service agreement in place with the DSI. Agreement is needed to by our Executive Leadership team.	*

14	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.	Dude Solutions has not identified any professional licenses that are required to be held by the organization in pursuit of the business contemplated by the RFP. We would like to describe the licenses and certifications related to our data storage, which provide clients with peace of mind regarding their information management and business continuity. Data storage certification and licensure Dude Solutions performs annual HIPAA and PCI Data Security Standards assessments. Dude Solutions is EU-US Privacy Shield registered. The data centers where Dude Solutions Customer data is stored and processed are audited under SSAE 18 Type 2 SOC 2, PCI-DSS1, GLBA and HIPAA standards annually. They are also ITAR and EU-US Privacy Shield registered. Third party security audits are conducted annually and include penetration testing and internal network security audits for all locations. Dude Solutions aligns with the requirements of the Family Education Rights and Privacy Act (FERPA). FERPA does not require or recognize audits or other certifications, so any academic institution that is subject to FERPA must assess for themselves whether and how its use of a cloud service affects its ability to comply with FERPA requirements. Dude Solutions makes the following contractual commitments that attest to its alignment: Dude Solutions commits to using Customer data only to provide organizations with our cloud services and does not mine Customer data for advertising Dude Solutions commits not to disclose Customer data except as the educational institution directs, as described in the contract, or as required by law Dude Solutions applications do not process, store or transmit sensitive student information or student educational records The CJIS standards are generally based on standard security best practices (ex. ISO 27001 and NIST) with which Dude Solutions is aligned. Dude Solutions application are not designed or intended to access CJI. Likewise, the services provided by Dude Solutions support personnel to implement and maintain our application do not require or even contemplate access to Customer systems processing CJI. Dude Solutions has mapped our controls and the controls of our partners to the NIST Cloud Computing reference architecture and associated controls as defined by the Cybersecurity Framework. Dude Solutions is committed to compliance with these NIST requirements and other relevant industry standards such as NIST 800-53, NIST SP 800-171, and FIPS 200.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Dude Solutions, Inc. has no past or present litigation, suspension or debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *								
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In addition to recognition received for our rapid revenue and employee growth—and being recognized as one of the region’s “Best Places to Work” over multiple years—Dude Solutions has garnered media attention in both local and national publications for our various products, client service, and partner relationships. Several of them are documented below: Automation World online published an article based on Pepsi Bottling Venture’s success with our software platform. August 2017 MyTechDecisions.com featured our Event Publisher software, and its use by our client, Spartanburg Community College, in their Project of the Week on Tech Decisions. September 2017 HFM Magazine published an article on our CMMS solutions for hospitals featuring TheWorxHub product. June 2017 GovTech.com ran an article from the perspective of our client, Spalding County, GA, in its online outlet: Government Technology. June 2017 Worship Facilities Magazine featured a Dude Solutions’ case study with NorthRidge Church on worshipfacilities.com. July 2017 Senior Housing News was inspired enough by our whitepaper, Including Maintenance within Your Community’s Strategic Plan, to publish an article on the topic on its site: seniorhousingnews.com. September 2017 Dude Solutions’ other awards include: Finalist in the Software category for the 2019 NC TECH Awards, North Carolina’s annual statewide awards program recognizing innovation, growth and leadership in the tech sector. #13 on the 2019 NC Mid-Market Fast 40, our second year in a row on this list, which recognizes mid-size companies in North Carolina based on revenue and employment growth. Won the Triangle Business Journal Leaders in Diversity Award, recognizing companies that have shown an exceptional commitment to promoting practices that advance diversity in the workplace and in business leadership. A nod to the fantastic work our diversity committee has done in just one year of existence. And finally, one of our products, TheWorxHub, took home the Vision Award in the Smart Buildings/IoT/Software category.								
17	What percentage of your sales are to the governmental sector in the past three years	Dude Solutions maintains approximately 1,500 government clients. Government sales have made up the following percentages of our annual revenue: <table><tr><th>Year</th><th>Percentage of Revenue</th></tr><tr><td>2018</td><td>19%</td></tr><tr><td>2019</td><td>21%</td></tr><tr><td>2020</td><td>27%</td></tr></table>	Year	Percentage of Revenue	2018	19%	2019	21%	2020	27%
Year	Percentage of Revenue									
2018	19%									
2019	21%									
2020	27%									
18	What percentage of your sales are to the education sector in the past three years	Dude Solutions maintains approximately 5,800 education clients. Education sales have made up the following percentages of our annual revenue: <table><tr><th>Year</th><th>Percentage of Revenue</th></tr><tr><td>2018</td><td>59%</td></tr><tr><td>2019</td><td>57%</td></tr><tr><td>2020</td><td>53%</td></tr></table>	Year	Percentage of Revenue	2018	59%	2019	57%	2020	53%
Year	Percentage of Revenue									
2018	59%									
2019	57%									
2020	53%									
19	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?	Dude Solutions participates in AEPA, Omnia and Mohave cooperative purchasing agreements. We are happy to provide more information about the sales volumes of these contracts with the completion of an NDA.								
20	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?	None								

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of London, Ontario, Canada	Khaled Shahata	(519) 661-2500 x7011	*
Western Washington University	Scott Dorough	(360) 650-2412	*
City of Mount Vernon, Washington	Chris Phillips	(360) 336-6214	*
Elk Grove Unified School District	Chris Bohrer	(916) 686-7745	
Teton County, Wyoming	Paul Cote	(307) 699-3496	

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
Stockton Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Austin ISD	Education	Texas - TX	Project Services - Facility Condition Assessment	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Delaware Office of Management and Budget - Division of Facilities Management	Government	Delaware - DE	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Baltimore City Public Schools	Education	Maryland - MD	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Palm Springs Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*

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 *	
23	Sales force.	The estimated number of employees in the major sales-related departments follows. Please note that not all employees are represented in this list. Total Employees 520 Sales 145 Marketing 18	*
24	Dealer network or other distribution methods.	At this time, Dude Solutions offers cloud-based software that does not require a dealer or distribution network; these functions are performed internally.	*

25	Service force.	Total Employees 520 Client Services 135 Development 69 Product Management 40 IT 6 Accounting/Hr/Legal/Biz Ops/Other Support 57	*
26	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.	For almost two decades, Dude Solutions has strived to be a leader in both Software-as-a-Service enterprise operations management systems and in client satisfaction. We work hand in hand with our clients every day to help them achieve their goals and create the best work of their lives. Our commitment is shown by the numbers: 12,000+ daily users 93% retention rate 97.5% customer satisfaction rating Net Promoter Score of 54 – ahead of all competitors and iconic companies such as Target, IBM and more Customer Support From the moment you start as a client, you'll have a dedicated representative there to help you every step of the way. And, that support doesn't stop when implementation is complete. As a Dude client, you will receive unlimited training and technical support for the duration of your subscription term. Your primary support will come directly from our headquarters in Cary, North Carolina. Our policies require that our toll-free technical support hotline be answered before the third ring. You'll always reach a live representative when you call, and we answer 98% of all email questions within one hour. We also aim to resolve our clients' issues within two hours. And, there are never any additional charges or support contracts involved. Whether you have technical questions, need advice, need to get a new hire trained, or need to quickly run a report before your upcoming board meeting, help is only a call, e-mail or chat away. Lifetime support for all active product subscriptions includes: Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Send us an email – we answer 98% of our support emails within 1 hour Reach us instantly through our software with live chat during business hours Best practices webinars and podcasts which share new trends, popular reports, and tips Training review webcasts are a great resource for clients who need a refresher after their initial training, or for new employees that could benefit from a training session DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM - 10:00 PM EST. DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API. Dude Solutions is transparent regarding our systems availability. We publicly post our availability site (http://status.dudesolutions.com/) to provide customers with access to our historical availability metrics and real-time status.	*

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Dude Solutions is willing and able to provide products and services to all Sourcewell participating entities in the United States. Our team completes implementation for more than 500 clients and 2,000 products annually. Our 500-person global team supports more than 12,000 clients. Our capacity to quickly respond to Sourcewell members' needs is more than adequate, thanks to our Agile approach to development and implementation. For more than 20 years, we have demonstrated a proven track record of building, migrating, and managing a wide variety of enterprise COTS software solutions in the cloud. Our strengths as a partner revolve around our core expertise with product- and user-centric software development. Dude Solutions bolsters this focus with best practices in modern software development lifecycle, including ongoing commitment to Agile methodologies and beautiful UX design.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Dude Solutions maintains an office in Toronto, Ontario and provides services to more than 500 Canadian clients. Data storage for Dude Solutions products is hosted in the United States and complies with applicable security laws for government agencies in Canada and abroad. Dude Solutions provides software to clients in the United States and nine other countries around the world. We are fully capable of executing contracts and providing services for Canadian entities within both government and education sectors.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Dude Solutions does not have geographic limitations that would prevent us from serving any area of the United States or Canada that is adequately provisioned with internet service to deploy our software.	*
30	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?	Dude Solutions will participate in all entity sectors, including government, education and not-for-profit.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Dude Solutions offers virtual product implementation that would allow us to deploy our SaaS systems in any location with internet access.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	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.	When a DudeSolutions account executive identifies a client or prospect that is considering a solution and also mentions they are planning to use an RFP process, the employee will introduce Sourcewell as an option that would be of benefit to the client and/or prospect. This happens in highly customized, one-to-one conversation between the prospect/client and the DudeSolutions employee. Because most of our clients and prospects are already Sourcewell members, we primarily need to remind them of the benefit that Sourcewell provides at the right point in their buying process. Dude Solutions intends to provide a website section dedicated to our valued cooperative purchasing partners, along with co-branding that will clearly identify Sourcewell as a procurement mechanism. Further, our marketing team is providing opportunities for Sourcewell to directly reach potential clients through event sponsorship and access at Dude University. Collateral provided at Dude U, our annual user conference, will route prospects toward Sourcewell as a purchasing platform.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Dude Solutions uses a business intelligence tool called Qlik to power our marketing insights across channels and programs to best understand what is working most effectively in our strategy, programs, and mix. Qlik pulls data from Salesforce, Marketo and Google Analytics consolidates and allows a wide range of analytics across the prospect and client journey. This information allows us to make smart adjustments in our programs and approach.
34	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?	Dude Solutions would expect that Sourcewell will continue to represent our product lines, aligned to support the Public Sector and Education Administration Software Solutions with Related Services contract, as well as update their website with our marketing collateral, sponsor Dude University 2021 and potentially help us drive acquisition to events that we host, reaching thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada who are potential clients. Dude Solutions will continue to educate our national education and government vertical sales teams on the awarded contract (supporting contract documents, 60K member base, etc.) and continued education and value proposition using their contract offers to our entire public sector client base. We will be creating a landing page on our website to represent our partnerships, to include contracts awarded, and Sourcewell will have a microsite dedicated to the contract (and all supporting documents and a link back to your landing page). We will also plan to support/sponsor your annual event, H20, in 2021.
35	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.	Dude Solutions does not currently offer our products and services through an eCommerce and/or online purchasing platform.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	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.	Dude Solutions has a set methodology which is being used in thousands of organizations. We have developed a system that is easy to use and cost-effective. Topics we will cover could include setup of the system, training of all personnel, data conversion, and a step by step strategy for the transition from the current system to the proposed solution. Training is standard and included in the annual cost of our software, with the exception of our Professional Service Packages. These packages offer more in-depth training and custom classroom topics that may fall outside the scope of a traditional learning path. Training is tailored to each customer based on their system configuration. Standard training is also unlimited for our valued clients. Our internal client support and implementation team members provide training. We do not outsource this service. Dude Solutions utilizes a web-conferencing application allowing us to share desktops and view the same information between parties. Because all of Dude Solutions' modules/applications are totally on-demand, we are able to view the same information the client sees simultaneously. Dude Solutions has several approaches to training that ultimately are determined by the client. Dude Solutions provides virtual classroom training sessions as well as individual sessions. Clients can utilize a "train the trainer" approach. This includes training both during implementation as well as any ongoing training after your product goes live. We have the following primary mediums for delivering training: Virtual Classroom Training This method is conducted via internet and teleconferencing mediums. This allows you to go at your own pace through the implementation journey. Training curriculum and schedules are kept up to date on our help site. You will also benefit from building your industry network and hearing best practices from other clients in these one to many training sessions. Virtual training is an unlimited resource for all clients. Online Help Content Available around the clock, our help site includes guides and videos to assist clients with their Dude applications. It is also a great place to check for regular product enhancements and updates based on client input. Virtual Consultation Packages If purchased, Dude Solutions will provide remote consultation for your organization to help you with everything from data cleanup and migration from legacy solutions, deep dive assessment of current workflow and configuration to end-user training and go-live support.
37	Describe any technological advances that your proposed products or services offer.	Dude Solutions is a leading provider of software-as-a-service (SaaS) solutions. Our software suite is 100% cloud-based and includes products for: - Community Development - Work & Asset Management - Energy Management - Technology Management - Event Management - Capital Forecasting - Safety Management In addition to these products, Dude Solutions also offers these professional services (availability depends upon products purchased): - Onsite training programs - Facility condition assessments - Dude University, our annual user conference - Professional data services, including data collection and import - Integration support - Asset Essentials There's one big problem with relying on paper and desktop programs: They're not reliable. Without the insurance of cloud-based software, our potential clients are playing a risky game of "here today, gone tomorrow." Paper and desktop programs are time-consuming and often disorganized. Dude Solutions offers modern, cloud-based software that helps our clients make measurable progress toward maintenance, asset management and work order processing goals. No more confusion thanks to better communication. No more backlog thanks to preventive and predictive planning. No more work falling through the cracks or going undocumented thanks to software accessibility in the office and in the field. Asset Essentials offers cloud-based software that can be easily accessed in the office and on mobile devices, no matter where your team needs access. Asset Essentials allows users to use a single, intuitive dashboard and leave their headaches behind. Capital Forecasting and Predictor

Dude Solutions offers two capital planning systems for our valued public-sector clients: Capital Forecasting and Predictor. Both are integrated with our flagship platform, Asset Essentials, offering robust reporting and predictive tools for our clients' future growth.

Everything in our clients' buildings will need to be repaired and, eventually, replaced; but no entity has an unlimited budget. With Dude Solutions' software, clients gain certainty about their valuable assets, along with the ability to predict and prioritize maintenance based on real-time data.

Clients level the spikes in their budgets, prevent financial surprises and justify requests for resources, all from a central solution. Use your insights to create more visibility into the work that matters and steer your team toward the work that will make the most impact. Our user-friendly interface helps clients create the most precise projections for today, tomorrow and decades in the future.

For clients that need even more robust capital forecasting capabilities, the Predictor Platform brings unparalleled power in life-cycle modelling, enabling teams to tell the story of their asset future to stakeholders more efficiently than ever before. Predictor optimises service-level outcomes and captures capital expenditure with industry-specific algorithms that accurately predict the future behavior of assets. Clients are empowered with the data-driven evidence to make better decisions about their assets.

Energy Manager

Educational institutions, governments and not-for-profits often find that utilities drain resources. Utility costs are often the most overlooked as a source of cost savings. Enter Dude Solutions' Energy Manager, a new way to approach energy consumption, clarity and control.

Gather detailed information on current utility spend to identify possible billing errors, centralize billing and meter readers, and more. With enhanced visibility, clients can uncover areas for improvement and gain a deeper understanding of your energy consumption. Create unlimited reports for compliance, show the progress of energy efforts and more all from a user-friendly solution.

SmartGov

Many local jurisdictions still rely on paper-based processes and inefficient legacy on-premises systems to manage business needs like permitting, business licensing, inspection, code enforcement, plan review, parcel and fee management. With complex and time-consuming tasks like permitting, the lack of a streamlined system often leads to poor communication, longer processing times, disgruntled citizens and bad public relations.

Dude Solutions SmartGov™ lets clients manage all of their essential processes tied to permitting, licensing, inspections and code enforcement in a single web-based system that is hosted in the Amazon Web Services (AWS) cloud.

SmartGov improves back-office efficiency while increasing citizen engagement, both of which drive business revenue.

Event Manager

There's a lot to think about when allowing community groups to use your facilities. Permissions, setup, personnel, billing and more — these are only a few things that fall in our clients' laps. There's also the fear of facility damage and the frustration of scheduling mix-ups.

Proper event management software makes scheduling and coordination simple for both you and event requesters. With the right tools, everyone can win. Using Event Manager™, a centralized, user-friendly calendar system, you can manage usage requests and requirements, track scheduling and account for expenses. Plus, clients can simplify the billing process and start recovering costs.

Integrated Suite

Dude Solutions offers an integrated platform between energy, events, assets and capital planning that reduces costs and increase productivity with data-rich reports. This integration capability allows our clients to more strategically manage, maintain and invest in their school and government facilities.

38	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.	Dude Solutions can provide support for sustainability initiatives through a lower-impact implementation protocol. Our systems traditionally use paperless technology to prevent waste. Communication with The Dude throughout your implementation process will be mostly electronic to eliminate the need for paper storage and recycling. Further, maintenance of our software relies almost exclusively upon electronic communication, limiting the organization's need for paper requests. Additionally, employees at The Dude are encouraged to consider the environmental impacts of their travel arrangements for any onsite services. Finally, The Dude offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.	*
39	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.	As a SaaS product, Dude Solutions' systems are not rated for eco-friendliness or green/sustainability factors. However, we have pursued internal efforts to become a "greener" company. Dude Solutions' guiding principles lead our clients toward more sustainable approaches in their everyday operations. In general, our software-as-a-service systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work. Internally, Dude Solutions employees are encouraged to pursue sustainability efforts through our Green Dude initiative. This internal team of sustainability-oriented employees strive to bring awareness of our impact on the environment and inspire positive change through education. The Green Dude team is guided by these principles: Educate Dude Nation on sustainability best practices. Partner with local organizations to provide volunteer opportunities. Introduce Dude employees to energy saving options, both at work and at home. Strive to minimize waste both within our group and Dude Nation In the past year, the Green Dude has hosted an Arbor Dude Fair, which brought educators and vendors from throughout the region to our Cary, North Carolina, headquarters. We partnered with organizations such as CompostNow, The Produce Box and Trees for the Triangle to promote education and volunteerism locally. In addition, Dude Solutions facilities are equipped with sustainable equipment such as movement-sensitive light sensors, which prevent energy waste in unoccupied buildings. Individual employees are encouraged to responsibly consume energy by turning off and unplugging their equipment at the day's end.	*
40	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.	The principal beneficial owner of Dude Solutions, Inc. is Clearlake Capital Group, L.P. which is certified as an MBE as evidenced by the attached certificate.	*
41	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?	There are a million critical moving pieces inside your organization that need to work at their best to keep our clients' operations running smoothly. Their reality is a patchwork of tools, tech and talent that's tricky to manage. And our clients' role has evolved, too. As they are overseeing the day-to-day, they're also being asked to see into the future. Dude Solutions is software for smarter operations. With over 12,000 happy clients and 20 years of experience, we serve as our clients' trusted partner. Offering a connected suite of solutions to give our clients visibility into every aspect of your operations. We provide predictive insights to help users anticipate what actions to take next. With industry-focused expertise, legendary support and a proven track record of success, we meet our clients where they are today to prepare them for tomorrow. Dude Solutions accomplishes this through a commitment to being a trusted partner, offering a connected suite of software products and creating the predictive insights decision-makers need. Deep, industry-focused expertise — and a proven track record of success We know our clients' world inside and out. From the energy that powers your spaces to the equipment, tools and assets crucial to helping your organization do its best work. We've spent the last 20 years helping over 12,000 clients transform their operations.	

	End users benefit because we work closely with front-line staff, from implementation to impact. We guide these teams to quick wins to help them gain control of their operations from day one. The Dude is always beside our clients! We offer legendary support, an ever-growing knowledge base, the annual Dude University conference, ongoing training and a dedicated team committed to your success. Clients are never alone in their day-to-day work or in their mission to improve operations. Dude Solutions understand the nuances of the changing operations landscape. And because we've been down this path with clients 12,000 times before, we know what it takes to succeed. We work with our clients to identify and implement the right solutions to help them reach their goals. Then we help clients benchmark, measure and share the results, all while ensuring every member of the operations team feels confident and empowered to harness the power of our solutions. Integrated solutions to give you visibility into every aspect of your operations When every aspect of our clients' operations talks to each other, they gain powerful insights that shape the way they work. We know the journey to a fully integrated ecosystem doesn't happen overnight. So, we meet clients wherever they are to create a strategy and chart a course to connectedness. Front-line users receive a single, intuitive view into every aspect of their operations — from the assets they manage to the energy their facilities consume. This helps them identify opportunities for improvement, spot issues before they become headaches and understand what actions to take next to make your operations more efficient. The Dude system also helps decision-makers identify trends, create forecasts and plan for the future by bringing together important information from across an organization. This improves collaboration among their teams. Clients can leverage data to make more informed decisions about where to shift focus or allocate budget. We empower clients with a unified view into the state of their world, so they can confidently make the case for more resources. Intelligence that transforms work and shows a clear path to the next action We make sense of the information already inside an organization — and benchmark it against other, similar organizations — to help clients plan what to do next. Users can anticipate and act on issues before they arise, with insight into the actions that drive the best outcomes. We help front-line users spend more time doing the work they want to do and less time putting out daily fires. Dude Solutions' systems bring together hundreds of data points from across an organization into an intuitive, actionable dashboard. We help clients identify opportunities for improvement across every department, including tech, electrical, plumbing, facilities, utilities, events. Users are empowered with insights and reports to mitigate risks, anticipate costs and effectively manage workload. Dude Solutions also uses our deep knowledge of the government and education sectors, along with the data we've collected over 20 years, to create powerful predictive models. This allows clients to reduce costs and downtime and avoid unplanned asset, resource or monetary expenses. Our systems help clients more accurately forecast their capital needs for tomorrow — and the day after. Our SaaS offerings are powered by a data platform that never stops learning and improving.	*
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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 *
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42	Do your warranties cover all products, parts, and labor?	DSI's subscription agreement includes the following warranty: (a) DSI represents and warrants that during the applicable Subscription Term that the Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.3 (Termination for Convenience). (b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services. (c) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO SUBSCRIBER STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable for software-as-a-service.	*
45	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?	This is not applicable for software-as-a-service.	*
46	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?	This is not applicable for software-as-a-service.	*
47	What are your proposed exchange and return programs and policies?	DSI's subscription agreement allows for Termination for Convenience in the Initial Term of the software subscription as follows: Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund. If DSI receives Subscriber's written notice of termination during the Initial Term, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Term Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination. For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.	*

48	Describe any service contract options for the items included in your proposal.	The standard implementation line items and ongoing support, with the exception of any additional Onsite Consulting Packages, are included in clients' annual subscription at no additional cost. Dude Solutions does not limit access to support resources or offer tiered support options. As SaaS customers, clients will receive the following support as a standard service. Any optional services will be covered in individual clients' proposals. Lifetime support for all active product subscriptions includes: Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives who will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Email support – we answer 98% of our support emails within 1 hour Instant help through our software with live chat during business hours	*
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Subject to the terms of the Order Form and DSI's commercial subscription agreement, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Payment for professional services is upon completion of services or milestones, if applicable. We do not offer a discount for prompt payments.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	This is not applicable to SaaS.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Dude Solutions will present the client with an Order Form outlining the services to be provided thereunder, including any addenda and supplements. Upon the participating entity's electronic or written acceptance of the Order Form or issuance of a PO referencing such Order Form, the participating entity agrees to be bound by the terms of the Order Form. Dude Solutions will issue an invoice to the client with net 30 payment terms. Since all deals flow through CRM, we are able to easily report on all sales to a specific client or partner.	*
52	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?	We do accept P-cards as a form of payment at no additional cost to our clients.	*

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Dude Solutions offers software-as-a-service as annual subscriptions and services which support the set up and use of the software. Dude Solutions will make a catalog of its software offerings and services available to Sourcewell, and the following discounts shall apply to the catalog list price: Software subscription discount: 21% Activation/Set up Fee Discount: 6% Vendor Services: 3% DSI Service: 5% Dude Solutions, Inc. periodically reviews and updates catalog price books in response to the market. Such updates may include price adjustments and the addition of new product and/or service offerings. Proposals generated after a new price book is filed will use the new price book. Any outstanding proposals issued may be honored for a reasonable period of time to accommodate a participating entity's internal procurement processes. Dude Solutions maintains the right to increase subscription fees and other applicable fees and charges in connection with each renewal term, but such renewal fees shall not exceed the pricing on file with Sourcewell at the time of a participating entity's subscription renewal.	*
54	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.	Dude Solutions will offer the following discounts off of its catalog list price: Software subscription discount: 21% Activation/Set up Fee Discount: 6% Vendor Services: 3% DSI Service: 5%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Not applicable	*
56	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.	This does not apply to DSI's business model at this time.	*
57	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 does not apply to DSI's business model at this time.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	This is not applicable for software-as-a-service.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This is not applicable for software-as-a-service.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable for software-as-a-service.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	Dude Solutions holds itself accountable to high internal standards. Dude Solutions utilizes a quote-to-cash process within its CRM system to manage all order transactions. The discount schedule is entered into the CRM system, making it easy for sales reps to include Sourcewell and applicable pricing on client quotes. Sales reps select Sourcewell as the purchasing partner and discounts are automatically applied to the products and services included in the quote presented to the participating entity. When an order is closed, DSI's Order Operations team confirms contract pricing. When processing the order. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to DSI's billing team for an invoice to be issued. Payments are recorded against this agreement, allowing DSI to efficiently report on transactions each quarter.
63	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.)	DSI proposes an administrative fee of 2% Vendor's sales under the Contract. This fee will be reported and issued for paid transactions received each calendar quarter.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Asset Essentials Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities. Workflow Management • Work order request management • Automatic request routing • Location/asset-based work orders • PM and PdM calendar scheduling • Custom fields for organization-specific work order information • Job planner/calendar view for technicians • Work order prioritization Work Tracking & Monitoring • Ability to bulk update work orders • Automated email notifications for work assignment based on asset, work type, location and more • Automatic work order scheduling based on PdM • Audit trail and log tracking • High-level project tracking Equipment/Asset Management • Cost tracking and repair history for total cost of ownership (TCO) decision-making • Calendar/meter reading tied to PM/PdM scheduling

- Supplier/vendor tracking at asset level

Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

GIS Asset Management

- Holistic view so you can effectively manage work and assets inside and outside the building
- Manage your work orders, GIS assets and maintenance activity in one place
- Leverage ESRI ArcGIS integration to manage and maintain GIS assets
- View your upcoming workload spatially to measure and plan routes
- Prioritize work using insights from your GIS data
- Connect work orders to your GIS assets
- Update work in real time on iOS and Android devices (see mobile app and version requirements)

Audits & Inspections

- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

Work Order Parts & PO Management

- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool

Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

Asset Essentials Inventory

Asset Essentials Inventory is an inventory management solution that allows you to track your inventory & supplies through streamlined processes for part transactions, work order parts management, purchase ordering and cost analysis.

- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

AE – Connector Toolkit

The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

Asset Essentials – Safety

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

MaintenanceEssentialsPro

MaintenanceEssentials Pro™ is the leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

Operations Dashboard

- Business Intelligence (BI) reporting directly from Dude Platform
- Benchmark your progress
- Compare your performance to others in your region
- KPIs automatically generate into an executive PowerPoint format

Inventory Direct

Inventory Direct is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

Productivity

- Manages inventory items by various category types
- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

Communication

- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

Budget

- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

Reporting & Documentation

- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

Connect Authenticate

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Dude Solutions applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network

then authorizes them to use the Dude Solutions products with the use of Security Tokens. When a user accesses a Dude Solutions product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Dude Solutions-specific password.

Key features:

- Network Connection
- Configuration Portal
- User Authentication Process
- User Management
- Authorization
- Documentation

Critical Alarm Automation

Critical Alarm Automation is a building automation alarm solution that integrates with MaintenanceEssentialsPro. Automatically filter 'nuisance' alarms, generate work orders within MaintenanceEssentialsPro, and escalate critical alarms to appropriate personnel.

Productivity

- Provides intelligent filtering, reducing erroneous alarms
- Includes template to auto-fill work orders with information such as building, craft, trade, and specific equipment
- Automates work order generation in MaintenanceEssentialsPro, reducing data entry
- Colors critical alarm work orders green to help with searching and reviews
- Verifies response to alarm notifications

Communication

- Escalates critical alarms to next person in line, if not reviewed within specific timeframe
- Utilizes ASHRAE BACnet or Tridium NiagaraAX platform standards and/or standard email
- Integrates with MaintenanceEssentialsPro for efficient data exchange

Reporting & Documentation

- Tracks and documents all critical alarms within the system
- Generates customizable, detailed graphs and reports illustrating alarm history

Capital Predictor

Capital Predictor is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can accurately allocate resources for future work orders decades in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Prediction Modeling: Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.

Live Data & Reporting: Improve efficiency exponentially by sharing accurate, digestible and up-to-date asset management reporting outputs — no training or software installation required.

Visualization Integrations: REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.

Comparison Reporting: Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling (up to 50 years) across treatment types, intervention points, funding levels required and more.

Energy Manager

Energy Manager is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures
- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage

Energy Star Sync

Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

Public Billboards

Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

Utility Bill Population

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

Utility Bill Population & Management

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to the populating your bill data, the Dude Solutions team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

Interval Data Recording & Management

Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

EventEssentials Pro

EventEssentials Pro is a cloud-based collaborative event management solution that simplifies the facility scheduling and community use process, providing your educational institution with tools to process online payments and data to benchmark progress, plus the best practices coaching necessary to guide your team to success. It includes:

- o Facility Scheduling
 - o Recoup approximately \$18 per student by implementing a cost recovery program and improving coordination of support resources
 - o Automate the scheduling process and eliminate scheduling conflicts, ultimately saving your staff's time and maximizing your building's efficiency
- o Community Use
 - o Improve customer service by automating communication and feedback with community members using an online portal for all event requests
 - o Recover \$5 per student annually and 10 minutes per event by improving efficiency and communication with external groups
- o Online Payments
 - o Save valuable time and money through a new online payment system. Online payments improve collections by 10% and save \$2 per student per event.

TripDirect

Dude Solutions Trip Planning is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. The solution is accessible via connection to the internet (see Technical Requirements). Each user will be given access via Dude Solutions Single Sign-On (SSO) credentials. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

Trip Management

- o End-user trip request submission with status updates
- o Automated routing for trip requests to approval managers
- o Print trip consent forms
- o Manage driver and vehicle scheduling
- o (Optional) score drivers by hours, overtime and tenure

Budget Support

- o Support budgeting data
- o Track trip-related costs, including:
 - Driver wages
 - Mileage
 - Purchase

Event Manager

Event Manager is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

Scheduling & Publishing

- Master calendar with private and public calendar sites
- Upload specific schedules, such as classes and/or athletic events, to reserve space and display
- Customizable color, fonts and logos to match your branding
- Event filtering by category, location and/or keywords
- Registration and ticketing for paid or free events
- Event promotion via email or social media with built-in designs
- SEO-friendly with Google Analytics integration available
- Social referral features for many of the largest social media channels

Event Management

- Check availability based on locations or time
- Include setup and breakdown times
- Customize the workflow for internal event approval process
- Manage tasks in relation to specific events while pulling in the proper service providers
- Online payment using our preferred providers: Stripe, PayPal and more
- Pre-selected options for rooms/sites to be configured upon arrival of rented space
- Create, send and track invoices
- Establish fee packages based on organization type

Community Use

- Request portal for community requests to utilize your institution's facilities
- Ability for community to search using keywords
- Custom branding to best highlight your facilities availability for public usage

Incident

Incident is a powerful, online technology incident and help desk management tool that streamlines the entire technology workflow process, from incident request to resolution. Features include:

- Manages incidents for computers, audio visual and telecomm equipment
- Enables requesters to submit incidents and check status online
- Features enhanced routing with programmable logic for managing and automating incident approval and assignment
- Helps requesters identify problems at point of request through troubleshooting questionnaires
- Features work queues to group requests by problem type and automatically route and assigning incidents
- Enables easy import of existing inventory of IT assets
- Tracks detailed asset information including assignment, history, configuration, related incidents and default priority
- Includes online IT discussion board for peer problem solving and role-based public knowledge base for requester self-help
- Integrates with EventEssentialsPro (sold separately) to enable requesters to submit technology requests for event setup
- Integrates with MaintenanceEssentialsPro work order management system (sold separately) to provide "one stop shopping" for staff to submit either facility or IT work requests

Insight

Dude Solutions' Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices.

The Insight PAD initiates two major back-end processes: Discovery and inventory.

- o Discovery – The process of identifying devices on a network by detecting all of its

live IP addresses using ICMP/PING and Nmap Port Scans

o Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

SmartGov

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Permitting & Planning

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties
- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

Business Licensing

- Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

Electronic Plan Review

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time
- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view

Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload
- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, query and access records easily, from anywhere at any time

Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set

		• Display inspection search results and enforcement actions as a point on a map • Navigate existing cases and initiate new cases starting from a map Public Portal • Submit permit applications, including digital documents, digital plans, fee payments and inspection requests View the status of permits, inspections and violations • Print reports and required forms • Access fee information • View daily and pending inspection schedules, as well as year-to-date metrics • View and respond to digital plan markup and comments - o Review real-time plan check comments and inspection result Online Payments • Define fee types and rates Assess fees and invoice for payment • Receive partial or full payments and issue partial or full refunds • View transaction history • Integrate with payment processors and Financial Management Systems • Manage security and uptime to allow for payments 24/7	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Education Work and Asset Energy Events Technology Capital Forecasting Government Work and Asset Energy Technology Capital Forecasting Community Development Events	*

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	
66	Enterprise resource planning (ERP) solutions	☐ Yes ☒ No	Not offered	*
67	Human resource information systems (HRIS)	☐ Yes ☒ No	Not offered	*
68	Financial management systems	☐ Yes ☒ No	Not offered	*
69	Enterprise content management (ECM) solutions	☐ Yes ☒ No	Not offered	*
70	Student information systems (SIS)	☐ Yes ☒ No	Not offered	*
71	Facility management software (FMS)	☒ Yes ☐ No	CMMS systems, event management, energy management, capital planning	*
72	Court, corrections, law enforcement, or justice system software solutions	☐ Yes ☒ No	Not offered	*
73	Municipal services, inspections, and permitting management solutions	☒ Yes ☐ No	SmartGov community development software	*
74	Equipment and accessories related to the offering of systems or solutions described above.	☐ Yes ☒ No	Not offered	*
75	Services related to the offering of systems or solutions described above.	☒ Yes ☐ No	Implementation, facility condition assessments, additional training	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	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.	Technical success with the contract will be measured in the following domains: Information security and uptime Support responsiveness Implementation speed and quality Information security and uptime Dude Solutions provides 99.9% system availability which is calculated monthly and determined on a 24-hours-a-day, seven-days-a-week basis. The current status and incident history for our services is publicly posted at Dude Solutions status page - http://status.dudesolutions.com/. We consider the contract a success if we are meeting our system availability service level agreement. Support responsiveness Our internal support teams track time-to-respond metrics for all clients throughout the organization to ensure timely account management and responsiveness. Our internal team is committed to answering email questions within one hour and answering all phone calls within three rings. Dude Solutions also tracks customer satisfaction through the Net Promoter Score to identify opportunities for improvement throughout the organization. We characterize a successful contract as a response of a 9 or 10 on the NPS index. Implementation speed and quality Our team will track key milestones throughout the implementation process, allowing us to determine whether the client's contract is being successfully executed. We do this through the use of Basecamp, a project collaboration tool and task list that supports the management and oversight of key project deliverables. Dude Solutions will work with the client's Project Team to determine the best methods for tracking and acceptance for each implementation project.
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	We have a long history of working with organizations to integrate successfully with their products and various third-party systems. Our cloud-based SaaS solutions provide multiple out-of-the-box options to integrate with third-party systems. Our programs have the ability to store custom data for referential purposes sent from third-party systems. The data interchange/integration tools include: Flat file data exchange via the Connector Tool (AddOn) – The flat file interchange via the Connect Tool contain referential IDs so that they can refer back to the relationship with data elements like WOs to Assets, WOs to transactions, Assets to WOs, and more which can be leveraged to maintain data integrity and relationships. Real-time data interchange via AE Rest APIs (AddOn) – The REST APIs allow the client full access to transactional and reference data captured in the system. These APIs allow for data import and export, as well as means for transactional data transfer. This is more of an advanced option, and requires technical resources on the client side. Flat file downloads via the web application Dude Solutions would work with the client to enable the following integrations with existing software systems, such as: Purchasing Finance Accounts Payable Time Management Human Resources
78	Describe your migration, customization, and upgrade processes.	Data Migration Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Dude Solutions will help the client determine the needs for data to be migrated from any legacy system into our products. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov. The consulting team will ask a series of questions, such as: What is the reason you want to migrate your data? What are your public data request requirements? What is the required retention period? What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward

Are legacy systems still available to extract data from?
 Do you need to report on this data?
 Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov
 The data migration process will include the following steps:

Define requirements
 Map data elements
 Extract data
 Transform data
 Load data
 Perform data validation with the client
 Resolve data issues
 Validate resolution
 Obtain fresh copy of data
 Add migrated data to configuration
 Validate data and system configuration
 Perform end to end testing
 Perform final data migration
 Move to Production/Training environments
 Migration sign-off
 Deliverables

Dataset assessment and set priorities with the client
 Evaluate data quality
 Work with the client to cleanse data prior to extract
 Map data elements
 Determine migration pre-requisites and sequencing
 Define migration approach based on requirements definition
 Create and execute validation checklists
 Assumptions and Constraints

The client will provide information related to:

Data Source
 Database/Source Type (SQL Server, Access, Oracle, etc...)
 Type of Data (tabular, documents, permits, financial, etc...)
 Active data usage
 Point of Contact who know the data structure and content usage
 Provide data validation and testing resources

Customization
 Dude Solutions delivers each of its products as a Commercial Off-The-Shelf (COTS), multi-tenant cloud-hosted applications that we configure to meet our clients' needs. Due to robust configuration capability and an intuitive UI, our products typically meet our client use cases out of the box. In rare cases where this isn't true, unique customization requests can be handled on a case-by-case basis.

Upgrade Processes
 Dude Solutions runs a standing maintenance window each Wednesday night at midnight through which release notes are posted inside the app the day before being distributed. For any material workflow change where user action is required or a key work flow changes, users get seven days advance notice via in app notifications and emails.

Regular system maintenance is performed weekly during non-business hours (10:00 PM ET to 6:00 AM ET; Monday through Friday). Regular system maintenance can result in brief interruptions to system availability (but still maintaining the overall 99.5% 24x7 availability target).

79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	Dude Solutions has a documented information classification policy for protecting information that is critical to the organization and its Customers. Information must be classified according to the risks associated with its storage, processing, and transmission. Consistent use of the information classification policy facilitates efficient business activities and insures all information is appropriately safeguarded. All Customer data is classified at the CONFIDENTIAL level as a minimum. Data Storage Dude Solutions stores Customer data in commercial state-of-the-art secure data centers. These data centers undergo annual SSAE-18 type II audits and certification. Currently, the data centers are located in North Carolina (primary) and Pennsylvania (disaster recovery). Dude Solutions also uses Amazon S3 and Glacier (Eastern US) for long term archiving of data. Dude Solutions does not store Customer data outside of the United States. Data Encryption at Rest Sensitive credentialing data, such as passwords, are salted/hashed using Password Based Key Derivative Function, also known as PBKDF2. In addition to the hashing of credentialing data, all other databases are encrypted at rest in data center hardware using AES-256 encryption. Data Encryption in Transit All user communication with Dude Solutions applications is via securely encrypted TLS/SSL (TLS v1.1 minimum) communication channels (https). Dude Solutions uses the most current technology for our SSL certificates: 2048 bit key, SHA-2 signature algorithm, and industry standard CA providers. Insecure cipher keys are not used. Customer uploads of data -- if required -- are performed using secure FTP (SFTP) connections. IPsec VPN tunnels and TLS/SSL are used to transfer data between locations for disaster recovery and offsite backup. Data Segmentation Dude Solutions provides multi-tenant Software as a Service (SaaS) solutions. Customer data is logically segmentation based on unique Customer ID numbers. Data segmentation is enforced by constraints at both the application and the database management system level. Files attached to records in the applications are stored in separate folders on a file system. Data Leak Prevention Dude Solutions uses a third party managed security service (MSS) which provides firewall management, IDS and IPS. Dude Solutions' MSS actively monitors network traffic and takes appropriate/specified action when security events occur. For more information Please refer to the attached business continuity overview for more information about our data integrity and protection standards.
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80	Describe your strategy related to implementation, integration and use of installation partners.	Implementation Strategy Dude Solutions' implementation combines both offsite (virtual) and onsite implementation. The Implementation Process for Asset Essentials is composed of the following stages: Planning & Requirements Account Configuration User Training and Acceptance Launch The Planning and Requirements phase begins with an Orientation Call. The purpose of this call is to acquaint one another with key stakeholders, identify contact information, discuss objectives and milestones, and officially kick-off implementation. During this call, the Project Coordinator aligns your business objectives with an implementation plan and resources tailored to the features and functionality of the application you plan to utilize. Both Parties shall mutually agree on the appropriate milestones to be set forth in the implementation plan prior to initiating the regularly scheduled requirements meetings. During the ongoing meeting, Dude Solutions shall be responsible for guiding and consulting with the Client's Project Team to discuss, gather and document the business requirements in our Production Requirements Document (PRD). Dude Solutions shall complete and submit this to the Client for its review and approval. The Account Configuration phase shall commence upon receipt from Client of final written approval of the PRD, all required deliverables and templates necessary for Dude Solutions to complete the configuration and customization of the Dude Solutions application. During the Account Configuration Phase, Dude Solutions may require Client to review and approve specific, smaller components of the overall implementation in order to configure and customize a subsequent component. During the User Training and Acceptance phase Client will have the ability to conduct test cases as determined by Client in consultation with Dude Solutions to determine whether the product performs in accordance with the application's documentation, the Agreement, and the specifications for Client's documented business requirements. During the Acceptance Period, Client will conduct Acceptance tests in accordance with the Test Cases, and will report any defects discovered in Client's testing, in accordance with the process for reporting that shall be agreed upon by the Parties during the Requirements Phase. The Launch phase shall commence upon written Acceptance of the implementation provided by Client to Dude Solutions. A multi-phased implementation would require an iterative approach for multiple user groups across project sites. These phases would be repeated, as needed, based on the client's requirements. Integration Dude Solutions manages some direct connections through our Connector tool, which will be scoped during the proposal phase for each client. With regards to other API integrations that fall outside of this traditional scope: Client will be responsible for all data integration points. Dude Solutions Inc.'s will provide API documentation. However, resources to manage integrations with third party software will be the responsibility of the client. Dude Solutions Inc. has decided not to have specific integrations with other solutions in order provide our clients the freedom to leverage our data in any system, provided there is capability, instead of a select few. Installation Partners Dude Solutions does not use installation partners.	*
81	Identify any mobile applications available for your offered solutions, if applicable.	Dude Solutions offers dedicated mobile applications for two of our systems: SmartGov and Asset Essentials. All other products are accessible through web browsers on any internet-ready device.	*

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 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."
- [Financial Strength and Stability](#) - Dude Solutions Financial Disclosure Form - 7.8.20.pdf - Wednesday September 02, 2020 09:36:40
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - Clearlake Capital Group - Minority Ownership Certificate (12.1.2019).pdf - Tuesday September 01, 2020 12:14:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Price Book.pdf - Tuesday September 01, 2020 11:27:40
 - [Additional Document](#) - Sourcewell data sheets.pdf - Wednesday September 02, 2020 08:58:08

Proposer's Affidavit**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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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. - Kathryn Bennett, Proposal Manager, Dude Solutions, INC.

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_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	☒	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	☒	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	☒	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	☒	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	☒	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	☒	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	☒	1

**AMENDMENT #1
TO
CONTRACT # 090320-SDI**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Brightly Software, Inc.** (Supplier).

Sourcewell awarded a contract to Dude Solutions, Inc. to provide Public Sector and Education Administration Software Solutions with Related Services, to Sourcewell and its Participating Entities, effective November 6, 2020, through November 2, 2024 (Contract).

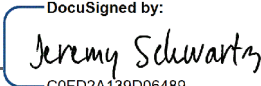
Supplier notified Sourcewell that it changed its name to Brightly Software, Inc. Supplier has requested modification to the Sourcewell Contract to reflect the name change.

The parties wish to amend the Contract as follows:

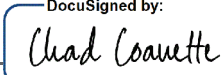
Throughout the Contract, the name "Dude Solutions, Inc.," will be replaced with "Brightly Software, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

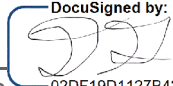
Sourcewell

By:  _____
Jeremy Schwartz, Chief Procurement Officer
Date: 3/10/2022 | 8:33 AM CST

Approved:

By:  _____
Chad Couette, Executive Director/CEO
Date: 3/10/2022 | 8:34 AM CST

Brightly Software, Inc.

By:  _____
Dan Grandall, President
Date: 3/9/2022 | 7:00 PM EST



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the Operation of Non-Highway Vehicles on Designated Streets during Designated Events, as requested by the Legal Department.

RECOMMENDED MOTION: The Resolution be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4a. Residents feeling safe in their homes and neighborhoods

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

BACKGROUND: One of the ways that we can continue building a well-rounded, diverse local quality of life is in the operation and support of local festivals, events, and other cultural happenings. As part of the community's organizing of such events, we sometimes get requests to use golf carts or similar vehicles on City streets/rights of way to transport people to and from parking lots to events. This comes up more often than you might think, oftentimes for transporting the elderly or people who have mobility challenges to and from parking. We also have situations where people are using these vehicles illegally with no "system" for regulating.

State law allows cities to allow for this as long as public safety is protected but we don't currently have authority to do so within the City Code. The attached resolution, if approved, would allow for limited golf cart usage in specific situations and pursuant to specific public safety standards (speed and time limitations, vehicle requirements, etc.) without creating unintended consequences.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City has had requests from organizations over time to utilize such vehicles for transport to and from events.

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 ACH-1 Create a unique identity for the Bloomington area arts and cultural scene; and Goal ACH-3 Support and promote arts and culture in the community.

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager

ATTACHMENTS:

[ADM 3B Resolution](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION AUTHORIZING THE OPERATION OF NON-HIGHWAY VEHICLES
ON DESIGNATED STREETS DURING DESIGNATED EVENTS

WHEREAS, the City of Bloomington (hereinafter referred to as “CITY”) is a home rule unit of government under the laws of the State of Illinois; and

WHEREAS, the City occasionally receives requests to authorize the use “off-road vehicles” for the purpose of transporting mobility-challenged persons to and from festivals, events, and or other public gatherings; and

WHEREAS, Section 11-1426.1 of the Illinois Vehicle Code (625 ILCS 5/11-1426.1) authorizes municipalities, upon a finding that the public safety will not be jeopardized, to allow for the operation of non-highway vehicles on streets under the jurisdiction of the municipality; and

WHEREAS, the City finds, that there are situations where, given the volume, speed, and character of traffic of the specific locations considered, the occasional and limited use of non-highway vehicles will not create an unreasonable threat to public safety; and

WHEREAS, it is the intent of this Resolution to provide for the occasional use of certain 4-wheel non-highway vehicles at specific and pre-approved locations within the corporate limits of the City, and only on specific dates and times, and only upon advance application and approval by the City, and

WHEREAS, such use of non-highway vehicles shall be subject to all requirements of 625 ILCS 5/11-1426.1, et seq., and shall only be allowed for the purpose of transporting person; and

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

Section 1. That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents.

Section 2. The City Manager is hereby authorized to establish an application and approval process for use of such vehicles on specified dates and at specific times, and locations that ensures that public safety is not jeopardized and that incorporates the statutory requirements for the use of non-highway vehicles on highways, streets, and roads under the jurisdiction of the City, with input from the appropriate City departments.

Section 3. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 12th day of February 2024.

APPROVED this ____ day of February 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024 in the Amount of \$311,168; and (2) Consideration and Action on Approving an Agreement with TNT Golf Car and Motorsports, for 64 Golf Carts for The Den at Fox Creek, in the Amount of \$311,168 (Bid #2024-27), as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Ordinance and Agreement 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 City's three golf courses are considered to be among the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½-star rating (out of 5). This places the course alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4-star rating while Highland Park received a 3½-star rating. Golf Digest also once voted Bloomington/Normal the fifth-best city to live for golf in the country. The courses regularly host events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year.

In order to present our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality amenities. Our current fleet of 2019 golf carts at The Den at Fox Creek is currently experiencing significant issues with battery failure. Because of that, we no longer have enough carts to meet the demands of our business. Additionally, carts are beginning to run out of battery on the course requiring customers to call in asking for a new cart to be brought out to them. This decreases the enjoyment of their round and is not the level of service our customers have come to expect. New golf carts will ensure we have the correct amount to meet the needs of our business and also protect and enhance the image we want for the course. Golf cart revenues are a key figure in meeting our revenue goals. In fact, outside of greens fees for daily play, cart rentals are the most significant source of revenue. In the current fiscal year, we have \$225,000 budgeted for revenues and have already exceeded that figure. For FY25, \$250,000 is budgeted for cart rental revenues with staff confident in reaching that figure as well.

Bid #2024-27 - The Den at Fox Creek Golf Course Carts was released on January 5, 2024. Bids were opened at 10:00 A.M. on Tuesday, January 23, 2024, electronically via the City's e-

Procurement Portal, OpenGov. One bid was received. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached. The pricing proposal included 64 new golf carts as well as a trade-in value for sixty-four of our old golf carts. After review of the bid, staff has proposed TNT Golf Cars and Motorsports (TNT) from Quincy, IL be awarded the bid in the amount of \$426,368 less the trade-in value of \$115,200 for a total cost of \$311,168.

Their Yamaha Drive2 EFI Quietech carts met all of the specifications and were responsive and responsible for submission. Yamaha Golf Carts are known for their dependability, smooth ride, and quiet operation. Offering an industry-leading 45 mpg provides a 30% increase in fuel savings over other carts in the industry. Its dual, independent automotive-style suspension system will also provide our golfers with the smoothest ride possible. Additionally, these carts will be the same make and model as the carts that were recently purchased for Prairie Vista. Having the same make and model will allow the courses to share carts when needed while keeping the same look and also improve efficiencies as parts and supplies can be shared between courses. Staff will also become well-versed in maintaining the carts and sharing information should any needed repairs be necessary. Last, Yamaha gas cart engines are well-known across the industry for their dependability and longevity. This well-earned reputation should ensure these carts will last to their needed life expectancy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with TNT Golf Car and Motorsports, for 64 Golf Carts for The Den at Fox Creek, in the amount of \$311,168 (Bid #2024-27). The budget amendment (see "Exhibit") will utilize fund balance from the Golf Fund to pay for these golf carts. The carts were going to be included in the FY 2025 Proposed Budget, but due to problems with the electric batteries, the need to expedite the purchase has arisen. These will be paid from The Den at Fox Creek Golf Course-Capital Outlay Equipment Other than Office account (56406420-72140).

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-4 (Continue to develop quality parks and recreational programming for all), Objective HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities); and Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.2 (Ensure the community facilities provide the greatest cost-benefit ratio to the population served)

Respectfully submitted for consideration.

Prepared by: Jason Wingate, Superintendent of Golf

ATTACHMENTS:

[P&R 3B Ordinance](#)

[P&R 3C Ordinance Exhibit A](#)

[P&R 3D Agreement](#)

[P&R 3E Bid #2024-47 Bid Tabulation](#)

[P&R 3F TNT Bid Specs](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024

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 Golf Fund Budget by \$311,168, to purchase 64 golf carts for The Den at Fox Creek Golf, as requested by the Parks & Recreation and Finance Departments.

NOW THEREFORE, BE IT ORDAINED BY THE 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 Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 3. 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 4. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 12th day of February 2024.

APPROVED this ____ day of February 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
56406420-40000	Golf	Den at Fox Creek-Use of Fund Balance	\$ (311,168.00)
56406420-72140	Golf	Den at Fox Creek-Capital Outlay Eq. Other than Office	\$ 311,168.00
Net Transaction:			\$ -

**CITY OF BLOOMINGTON AGREEMENT WITH
TNT SPEED & SPORT CENTER, INC DBA TNT GOLF CAR & MOTORSPORTS
FOR
PURCHASE OF GOLF COURSE CARTS FOR THE DEN AT FOX CREEK**

THIS AGREEMENT, dated this ____ day of January, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and TNT Speed & Sport Center, Inc, dba TNT Golf Car & Motorsports (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. This Agreement was subject to the following procurement initiative by the CITY:

Bid #2024-27 "The Den at Fox Creek Golf Carts" (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. This Agreement does not require the furnishment of any bonds by the VENDOR.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.

- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law

relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

TNT Golf Cars & Motorsports
2206 N. Main St.
Suite 204
Quincy, IL 62301
Terryraeder@adams.net

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

Copy to:

City of Bloomington
 Attn: Legal Department
 115 E. Washington St., Suite 403
 Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Terry Truesdale
Its President

By: Ch. Hays
Its Sales Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The purchase sixty (64) new 2023 or current production model Yamaha Drive2 EFI Quietech golf cars for The Den at Fox Creek.

**EXHIBIT B
COSTS/FEES**

TOTAL COST (with Trade-In): \$311,168.00

Pricing is inclusive of all costs including but not limited to freight and assembly.

Bid Alternate #2: Carts					TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Carts per the specifications.	64	Per Unit	\$6,662.00	\$426,368.00
Total						\$426,368.00

The Den at Fox Creek - Existing Golf Cart Fleet - Trade-In Value					TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Fair market trade value price consideration for forty (64) Club Car Electric Carts	64	Per Unit	\$1,800.00	\$115,200.00
Total						\$115,200.00



EVALUATION TABULATION

ITB No. Bid #2024-27

The Den at Fox Creek Golf Carts

RESPONSE DEADLINE: January 23, 2024 at 10:00 am

Report Generated: Friday, February 2, 2024

BID #2024-27 THE DEN AT FOX CREEK GOLF CARTS (GAS POWERED)

Base Bid

Vendor	Total
TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	64 carts X \$6,662/cart = \$426.368

BID #2024-27 THE DEN AT FOX CREEK GOLF CARTS

Fair Market Trade Value For 64 2019 Club Car Precedent Electric Carts

Vendor	Total
TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	64 carts X (\$1,800) = \$115,200 Credit

BID #2024-27 THE DEN AT FOX CREEK GOLF CARTS

Alternate #1 - Utility Vehicles (2) Gas Powered – Not Chosen

Vendor	Total
TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	\$10,131.00

City of Bloomington, Illinois
The Den at Fox Creek Golf Carts
Bid #2024-27

The City of Bloomington is seeking to purchase sixty (64) new 2023 or current production model gas golf carts for The Den at Fox Creek Golf Course. All prices must include freight and assembly. The City will be seeking bid submissions for only gas golf carts. The City will evaluate the submissions for the gas carts as well as any exceptions. The City reserves the right to choose none, some, or any combination of gas carts as is in the best interest of the City. The City is seeking submissions for the following models: EZGO RXV, Club Car Tempo, and Yamaha Drive2.

For the gas golf carts, submissions will include all standard equipment plus the following (unless the equipment/feature is standard).

Please note that there will be a Supplemental Bid Form in the attachments section in OpenGov that MUST be completed along with the pricing proposal. This will allow for more detailed information on model, make, colors, exceptions, etc. For your bid submission to be considered responsive and responsible, this Supplemental Bid Form must be uploaded in the Vendor Questionnaire section, Question #15.

1. Body Color (molded in): Gray or Beige preferred.
(Note: Please list all colors available at the price quoted on the separate bid submission form.)
2. Canopy Tops with drain
3. Front Custom Nameplate - 'Bloomington Golf'
4. Number Decals
5. Information Holders
6. Dual USB Ports
7. Fold-Down Windshields (latches in place when lowered)
8. Sweater Basket
9. Wheel Covers
10. Two (2) Sand Bottles mounted. One on Driver and Passenger Side
11. Single Point Water Fill System –for electric cars
12. Energy Absorbing Front and Rear Bumpers up to 5 mph
13. Bag Well Protection

Special Considerations – must be provided for the gas golf carts you submit:

- Provide one (1) tow bar.
- One (1) Handheld Diagnostic Tool with all necessary cables and software.
- One (1) detailed technical service manual.

Specifications for Gas Carts

- Fuel System: Electronic Fuel Injected
- Starting System: Starter/Generator
- Fuel Efficiency: 45 mpg minimum on paved flat surface
- Ignition System: Transistor
- Engine Type: Low emission, single cylinder
- Fuel Tank Capacity: 5.0 gallons or greater
- Decibels: Lower than 64db at 25 feet from start
- Batteries: One 12 Volt
- Brakes: Self adjusting brakes with cast iron drums
- Suspension: Fully independent, automotive style
- Steering: Self-Adjusting rack and pinion and cargo
- Tires: 18 x 8.5 x 8 (4-ply rated)

Utility Vehicles

The City of Bloomington is seeking to purchase two (2) carry-all type gas utility vehicles. This alternate would be at the discretion of the City subject to review of the proposal.

Specifications for the Utility Vehicles

- Power – 13 hp or higher
- Cargo Bed Capacity: 800 lbs.
- Tow Capacity: 1,200 lbs.
- Color: Green or White

Replacement

Carts, under warranty, that cannot be repaired within five (5) calendar days from notification will be replaced by a loaner cart at the vendor's expense.

Delivery

All units must be fully assembled, serviced and ready for operation as delivered. Delivery date must be before June 30, 2024. Vendor shall provide 30 days' notice before the anticipated delivery date.

Existing Golf Car Fleet

Responders shall provide as part of their proposal a comprehensive fair market trade value price for the existing fleet of sixty-four (64) 2019 Club Car Precedent electric carts. Opportunities to view existing fleet of carts must be coordinated with City Staff at the Den at Fox Creek Golf Course and will occur only by appointment at the convenience of the City.

=

City of Bloomington, Illinois
The Den at Fox Creek Golf Carts
Bid #2024-27
Supplemental Bid Form

NOTE: Pricing should not be included on this form but completed in the Pricing Proposal section in OpenGov. This form must be uploaded in the Vendor Questionnaire Section with Question #15. If you have nothing to add on this form, please mark as N/A and still upload.

The City of Bloomington is seeking to purchase sixty (64) new 2023 or current production model gas golf carts for the Den at Fox Creek Golf Course. All prices must include freight and assembly. The City will be seeking bid submissions for gas golf carts. The City will evaluate the submissions for the gas carts as well as any exceptions. The City reserves the right to choose none, some, or any combination of gas carts as is in the best interest of the City. The City is seeking submissions for the following models: EZGO RXV, Club Car Tempo, and Yamaha Drive2.

The gas golf carts submissions will include all standard equipment plus the following (unless the equipment/feature is standard). Please make sure if there are any exceptions, they must be noted clearly on the Supplemental Bid Form.

1. Body Color (molded in): Gray or Beige preferred. *Glacier or Sunstone*
2. Canopy Tops with drain
3. Front Custom Nameplate - "Bloomington Golf"
4. Number Decals
5. Information Holders
6. Dual USB Ports
7. Fold-Down Windshields (latches in place when lowered)
8. Sweater Basket
9. Wheel Covers
10. Two (2) Sand Bottles mounted. One on Driver and Passenger Side
11. Energy Absorbing Front and Rear Bumpers up to 5 mph
12. Bag Well Protection

Special Considerations – must be provided for the type of gas golf carts you submit:

- Provide one (1) tow bar. - *Not Provided in Bid. N/A*
- One (1) Handheld Diagnostic Tool with all necessary cables and software.
- One (1) detailed technical service manual.

Notes and Exceptions:

No Tow Bar Included

Glacier or Sunstone Color

Specifications for Gas Carts

Please specify which model(s) is/are being quoted.

Proposed Year, Make, Model: 2024 Yamaha Drive 2 Fleet Quietech

Proposed Year, Make, Model: _____

List all standard equipment here: _____

- Fuel System: Electronic Fuel Injected
- Starting System: Starter/Generator
- Fuel Efficiency: 45 mpg minimum on paved flat surface
- Ignition System: Transistor
- Engine Type: Low emission, single cylinder
- Fuel Tank Capacity: 5.0 gallons or greater
- Decibels: Lower than 64db at 25 feet from start
- Batteries: One 12 Volt
- Brakes: Self adjusting brakes with cast iron drums
- Suspension: Fully independent, automotive style
- Steering: Self-Adjusting rack and pinion and cargo
- Tires: 18 x 8.5 x 8 (4-ply rated)

Notes and Exceptions:

All Available Colors with No Up Charge (please list):

Glacier or Sunstone

Utility Vehicles

The City of Bloomington is seeking to purchase two (2) carry-all type gas utility vehicle. This alternate would be at the discretion of the city subject to review of the proposal.

Specifications for the Utility Vehicles

- Power – 13 hp or higher
- Cargo Bed Capacity: 800 lbs.
- Tow Capacity: 1,200 lbs.
- Color: Green or White

Yamaha 2024

Umax 2EFI

Notes and Exceptions:

All Available Colors with No Up Charge (please list):

Glacier



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Quietech EFI™

A GAS CAR THAT IS ALMOST AS QUIET AS AN ELECTRIC

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Drive² Quietech EFI boasts the lowest decibel output of any gas car and features the industry's first-ever Independent Rear Suspension on a golf car. This unprecedented combination ensures your players experience a luxuriously quiet ride. At 45 MPG and less hydrocarbon emissions, we think you'll agree that choosing Quietech EFI is the most sound business decision you could make for your golf course.

QUIETECH® EFI
COMBINES THE
QUIETNESS OF
ELECTRIC WITH THE
PROFITABILITY AND
DEPENDABILITY
OF GAS.



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MPG



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Stability and comfort at every angle.

With added comfort, premium shock absorption, and superior stability, players can now enjoy the smoothest ride yet.

QUIETECH® EFI

- Yamaha-exclusive QuieTech technology
- Independent Rear Suspension
- Yamaha-built engine designed for golf
- Industry-leading fuel economy with Accu-fuel delivery system



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Fiscal Year 2025 John M. Scott Health Care Trust Category II Grant Awards and Programmatic Agreements, in the Amount of \$463,638.91, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The John M. Scott Health Care Commission ("Commission") is pleased to provide the following Category II grant funding recommendations and information for Fiscal Year 2025 ("FY25"). The Commission oversees a grant program focused on funding health care related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual household income at or below 185% of the Federal Poverty Level. Grants are divided into three categories: Category I-General Operating Grants; Category II-Community Health Priority Grants; and Category III-Emergent and Emergency Need Grants. Category I Grants operate on a three-year funding cycle while the Category II and Category III Grants operate on an annual or rolling funding cycle. The Commission provides a capital and program option for Category II Grants.

The FY25 Trust Grant Program's Request for Proposal ("RFP") for Category II grant funding was released in September 2023 with applications accepted through October 2023. Marketing for this grant opportunity was conducted through various methods. A community meeting for the FY25 grant cycle was held on September 12, 2023, to provide an overview of the FY25 RFP and answer questions from potential applicants. Overall, 23 Category II applications requesting a total of \$1,236,366.85 were received by the submission deadline.

Of the aggregate request, \$169,345.00 was requested for Category II-Capital projects and \$1,067,021.85 was requested for Category II-Program projects. There were 3 Category II-Capital requests and 20 Category II-Program requests for FY25. Of those applicants that applied, the Commission saw six (6) new organizations apply for funds in this RFP grant cycle.

Before the John M. Scott Health Care Commission Grants Committee ("Grants Committee") held meetings to evaluate the FY25 applications, each application was scored by a combination of Commission Members, Ad Hoc Commission Committee Members, and

community members with a relevant background (i.e., grant management, construction, healthcare, social services, etc.). All applications were scored based on a standardized scoring criteria that was made available to applicants with the launch of the RFP.

The Grants Committee voted to approve the FY25 funding recommendations on December 19, 2023. The full John M. Scott Health Care Commission voted to approve the funding recommendations on December 20, 2023. Applicants, funded or not funded in FY25, will receive feedback from the Commission on their application to help organizations improve their applications for future submission.

The John M. Scott Health Care Commission is recommending that the City Council (Trustee) approve \$463,638.91 in funding for Category II Grants for FY25. The full slate of FY25 award recommendations is shown within the EC&D 1C Fiscal Year 2025 Award Recommendation Breakdown attachment.

The Category II Grant recommendations within the resolution represent 58.79% of the Trust's proposed FY25 budget. The remaining amount covers administrative costs for City staff and the program, Category I Grants, and Category III Grants. A continued priority for the Commission has been to ensure as much grant funding is available as possible while providing adequate financial support for City staff and other administrative functions.

This funding recommendation represents an incredible investment in our community members and a continued testament to the legacy of Judge John M. Scott's vision for a more equitable community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Marketing for this grant funding opportunity was conducted through various methods.

FINANCIAL IMPACT: The award of Fiscal Year 2025 ("FY25") John M. Scott Health Care Trust ("Trust") grants have no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related administrative costs including a portion of the time for Economic and Community Development Department staff. If approved, the FY25 grant awards, totaling \$463,638.91, will be paid from John M. Scott Health Care Trust Grant Program account 72102100-79130-59100 (*JMS Grants*). These funds are included in the FY25 John M. Scott Health Care Trust Proposed Budget.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: CWB-2.1: Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community; CWB-3: Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities; and CWB-3.2: Support coordination and integration of behavioral health services for all residents

Respectfully submitted for consideration.

Prepared by: Joni Gerard, Grant Specialist

ATTACHMENTS:

[ECD 1B Fiscal Year 2025 Category II Grant Award Resolution](#)

[ECD 1C Fiscal Year 2025 Award Recommendation Breakdown](#)

RESOLUTION NO. 2024-_____

AN RESOLUTION APPROVING THE FISCAL YEAR 2025 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY II GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$463,638.91

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the John M. Scott Health Commission (“Commission”) reviewed various grant applications and proposals for distribution in FY2025 and is recommending the Trustee award the grants set forth in this resolution.

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

Section 1. That the recitals set forth above are incorporated herein as if fully set forth in this paragraph 1.

Section 2. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust hereby approves the following grants be made in FY2025: Category II – *Western Avenue Community Center (\$50,000.00), *Mid Central Community Action (\$25,000.00), Project Oz (\$41,138.91), OSF Healthcare System (\$18,000.00), One Hope Project (\$25,000.00), Faith In Action (\$25,000.00), Boys & Girls Club Bloomington-Normal (\$32,000.00), Chestnut Health Systems, Inc.(\$35,000.00), The Center for Youth & Family Solutions (\$37,000.00), INtegrItY Counseling, Inc. (\$28,000.00), Living Well United (\$10,000.00), Lifelong Access (\$18,000.00), Salvation Army (\$21,500.00), Promise Council of McLean County (\$10,000.00), West Bloomington Revitalization Project (\$30,000.00), Bloomington-Normal YMCA (\$15,000.00), YouthBuild McLean County (\$33,000.00), and Black Nurses of Central Illinois (\$10,000.00). (*Denotes Capital Grants)

Section 3. Programmatic Agreements. The City Council, as Trustee, authorizes the Mayor, on behalf of the Trustee, to execute the programmatic agreements assigned to each grant.

Section 4. Effectiveness. This Resolutions shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 22nd day of January 2024.

APPROVED this ____ day of January 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Fiscal Year 2025 Award Recommendation Breakdown

CATEGORY	APPLICANT	REQUEST DESCRIPTION	FY2025 Funding
Category II-Capital	Western Avenue Community Center	Roof Replacement	\$50,000.00
Category II-Capital	Mid Central Community Action	Roof Replacement	\$25,000.00
CATEGORY II-CAPITAL		TOTAL Funding Recommendation	\$75,000.00
Category II-Program	Project Oz	Transitional Living Program (TLP) for Homeless Youth	\$41,138.91
Category II-Program	OSF Healthcare System	Peace Meal Senior Nutrition Program	\$18,000.00
Category II-Program	One Hope Project	Eating Disorders Program	\$25,000.00
Category II-Program	Faith In Action	Senior Transportation & Support Services	\$25,000.00
Category II-Program	Boys & Girls Club Bloomington-Normal	Behavioral Health Program	\$32,000.00
Category II-Program	Chestnut	Chestnut Mobile Health Unit	\$35,000.00
Category II-Program	The Center for Youth & Family Solutions	Child, Adolescent, & Family Behavioral Health Services	\$37,000.00
Category II-Program	INtegRity Counseling, Inc.	Mental Health Counseling	\$28,000.00
Category II-Program	Living Well United	Rural McLean County Low Income Senior Services	\$10,000.00
Category II-Program	Lifelong Access	Pediatric Therapy	\$18,000.00
Category II-Program	Salvation Army	Safe Harbor Shelter Operations	\$21,500.00
Category II-Program	Promise Council	Student Healthcare	\$10,000.00
Category II-Program	West Bloomington Revitalization Project	Westside Rides Program	\$30,000.00
Category II-Program	Bloomington-Normal YMCA	Healthy Kids University	\$15,000.00
Category II-Program	YouthBuild McLean County	Mental Health Services and Interventions	\$33,000.00

Fiscal Year 2025 Award Recommendation Breakdown

Category II- Program	Black Nurses of Central Illinois (BNACI)	Junior Health Services Career Academy	\$10,000.00
Category II- Program Funding Recommendation			\$388,638.91
FY2025 Category II Funding Recommendation			\$463,638.91



REGULAR AGENDA ITEM NO. 9.B.

FOR COUNCIL: February 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the FY2025 Budget Preview, as requested by the Finance Department.

RECOMMENDED MOTION: None; presentation and discussion only.

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:

The FY2025 Budget is balanced but still being finalized. Budget totals, material assumptions, tax revenues, City-Wide variances to the prior year by fund, City-Wide, and General Fund variances to the prior year for revenues and expenditures, and capital/infrastructure improvement targets will be presented.

The FY2025 Budget Presentation will be made available on the City's website (bloomingtonil.org) prior to the meeting. Stakeholders can locate this on the *Departments - Finance - Annual Budget - Budget Documents - FY2025* page of the website.

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: Scott Rathbun, Finance Director

Flock Safety Professional Services

Implementation Services

Statement of Work For Bloomington Police Department FlockOS Elite

Effective Date: 01/11/2024

Revision: 2

SOW Version: 1.0

Drafted by: Ryan Blinn

Introduction

This Statement of Work ("SOW") is between Bloomington Police Department ("Customer") and Flock Group Inc ("Flock Safety"). This Statement of Work is governed by the Master Service Agreement with Flock Safety and Customer. This SOW defines the scope of the services that Flock Safety will provide to the Customer. This Statement of Work provides definitions and mutual understanding of the work to be completed.

Project Summary

Flock Safety will implement FlockOS Elite at Bloomington Police Department by bringing in:

- 100 streams from a Milestone server
- 20/160 Wing Gateway via Community Roll Over Program
- Tyler Technologies - Enterprise CAD
- Axon Body 3 and Fleet 3
- Axon Air (dronesense)
- ESRI shape files
- Community Engagement Webpage.

Descriptions of Services

The following services will be provided as part of this Statement of Work. Any Services not described herein will require a Project Change Request (PCR).

Project Readiness Services

Flock Safety will provide a Technical Project Manager for engagement that will be responsible for the following tasks:

- Reviewing Statement of Work and contractual responsibilities of both parties with the Customer's lead point of contact.
- Providing project plans to the Customer and updating the plan during the length of the engagement.
- Measurement and evaluation of the progress.
- Handoff upon project completion

Configuration and Validation

Flock Safety Implementation technicians will:

- CAD Integration - The following fields will be ingested and present on the map
 - Description
 - Priority
 - Status
 - EventTime
 - Location
 - StreetAddress
 - City
 - State
 - Country
 - Latitude
 - Longitude
 - Vehicles
 - DispatchedUnits
 - CallerPhone
 - Comments
 - Id
 - SequenceNumber
 - Text
 - IsConfidential

- Axon Integration
- Milestone VMS Integration
- Axon Air (DroneSense)
- Community Website
- Configure ESRI Based map Interface
- Implement Video Management System
- Integrate existing Flock Hardware
- Set up Real-Time alerting on all Flock Hardware
- Enable Unlimited Users
- Configure Flock Insights/Analytics page
- Enable Flock ALPR Search tool with vehicle fingerprint analytics
- Enable Real-Time NCIC alerts on Flock ALPR cameras
- Enable Custom hot list deconfliction portal

Video Feeds

- Configure up to 100 of VMS video feeds within Flock OS package
- Enable Live view and Replay on all video feeds. Flock Safety Wing Gateway includes 14 days on edge storage. Cloud Wing Replay includes 7 days of storage.

Wing Gateway NVR's (Community Roll Over Program)

- Flock will configure up to 20 Wing Gateway devices not to exceed 160 streams.

Out of Scope:

- Physical installation of any product not supplied by Flock.
- Software changes/configurations outside of FlockOS.
- Network configurations outside of Flock standards.

Flock Gateway Configuration

Customer Responsibilities to be completed prior to Flock Safety Site Visit:

- Customer Networking rules (port forwarding)
- Camera information including IP address, Port forwarding, Camera Login and manufacturer, Lat and Long,
- Open HTTP access and RTSP (UDP and TCP) to the UniBox.
- Onsite IT representative with networking access available
- Power for NVR
- Available physical ethernet port to interface with cameras via Onvif

VMS Integration

- Flock Safety will need access to the VMS server from Flock's IP of 54.157.57.206 to accomplish bringing in streams on demand.
- Customer will provide information per camera to be integrated:

- ONVIF username and password
- Latitude and longitude of camera
- Camera ID or VMS specific differentiator.

Project Conditions

- Project Timeline is dependent upon the information supplied by the customer. All information that is asked by Flock Safety, is required to be completed prior to Flock Employee onsite.
- Streams will be available within 5 business days of Flock product installation.
- This may exclude change orders and or individual stream troubleshooting.
- Wing gateway install requests will be completed according to a rolling 90 day schedule.
- Flock Safety will develop a community partnership website for camera registrations and additions in accordance with Flock Standard Templates unless otherwise stated in this SOW.
- Flock Safety will be onsite quarterly to install Wing Gateways. There will be 4 install visits that will be planned with Flock and the Customer.

Work Breakdown	Resource	Onsite	Remote
FlockOS Elite Package	Sales Engineer, Integration Manager	X	X
Upgrades/Enhancements			

Implementation Services Purchased	Number of Gateways
Wing Gateway	Up to 20 Gateway devices or 160 streams. Whichever comes first.

Payment Terms

Services will be invoiced as per the terms on your Flock Safety quote and contract. Flock Safety Professional Services labor rate is \$250 per hour for all services above and beyond those purchased and outlined in this statement of work.

Acknowledgement and Approvals

Upon completion of this SOW, no additional services are due to the Customer under this SOW.

The parties, through their authorized representatives signed below, hereby agree to the terms of this Statement of Work as of the Effective Date.

Flock Safety	
Name	Tyler Carlson
Title	Senior Director, Solutions Engineering
Signature	DocuSigned by: Tyler Carlson
Date	1/18/2024

Customer Name	
Name	
Title	
Signature	
Date	

Flock Safety + IL - Bloomington PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Philip Nanni
phil.nanni@flocksafety.com
8159156316

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety’s public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

Software Add-Ons	
Advanced Search Package	Unlock more leads and build stronger cases with minimal evidence on the front-end of your investigations with Advanced Search features: • Visual Search - Upload any digital image and transform it into an investigative lead • Multi-Geo Search - Link a single suspect vehicle to multiple crimes, even without a vehicle description or plate number • Convoy Analysis - Detect suspect vehicles frequently traveling together to identify accomplices to serial or organized crimes
Software Integrations	Access real-time incident data in a single ESRI-based map by layering intelligence from your existing data streams into your Flock Safety software experience. • Computer-Aided Dispatch (CAD) Integration - Provide your Dispatchers and Patrol Officers with real-time incident context from 911 calls. Display CAD events in your Flock Safety Map, including important incident information like location, priority, and event type. • Automatic Vehicle Location (AVL) Integration - Bring live patrol locations and status into a single map view, giving dispatchers and patrol officers more context to deploy resources effectively and decrease incident response times.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Video	
Dramatically increase the effectiveness of your investment in vehicle recognition by layering live video. Live video streaming and retention provide officers more context before arriving on the scene of an incident (i.e., enhanced situational awareness) and more substantial evidence during post-incident case resolution, promoting safety and crime reduction. Display live video streams, retain video footage, and sift through video footage from third-party and Flock Safety video cameras.	
Flock Safety Wing™ Integration	Flock Safety Condor™ Video
Integrate third-party live video streams to bolster LPR effectiveness with situational awareness. Build better cases with a built-in video management system (VMS). Collect and manage video evidence with 7-day footage retention, instant replay, and downloadable MP4 evidence.	Access real-time and recorded video with a video-as-a-service subscription. Respond to incidents more confidently and solve more crime without managing hardware procurement, installation, or infrastructure and IT maintenance.

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer:	IL - Bloomington PD	Initial Term:	12 Months
Legal Entity Name:	IL - Bloomington PD	Renewal Term:	24 Months
Accounts Payable Email:	jmcqueen@cityblm.org	Payment Terms:	Net 30
Address:	305 S East St Bloomington, Illinois 61701	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$50,900.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Wing ™ LPR	Included	10	Included
Flock Safety Falcon ® Flex	Included	1	Included
Flock Safety Video Products			
Flock Safety Wing ™ VMS	Included	100	Included
Flock Safety Platform Add Ons			
FlockOS Community Program - 20 / 160		160	\$6,000.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Community Program Implementation Fee - 20 / 160	\$10,000.00	1	\$10,000.00
Professional Services - Wing Implementation Fee	\$500.00	1	\$500.00
Subtotal Year 1:			\$67,400.00
Annual Recurring Subtotal:			\$50,900.00
Discounts:			\$600.00
Estimated Tax:			\$0.00
Contract Total:			\$67,400.00

Community Program will be subject to pre-payment by Customer. After 270 days, if more than 25% of the pre-paid connections have not been utilized, the outstanding connections will automatically be converted to Customer-subscribed Flock Safety Wing(s). No additional signature will be required for automatic conversion to Flock Safety Wing. In the alternative, Customer will have the option to convert unused funds from the pre-paid connections to purchase Flock Hardware (including, Flock Safety Falcon, Flock Safety Raven, Flock Safety Condor, etc.). Customer signature shall be required to convert pre-paid connections to Flock Hardware. For the avoidance of doubt, all conversions will: 1) be subject to Flock's Terms and Conditions including but not limited to the Reinstall Fee Schedule; and 2) will become part of Customer's Flock Service subscription and automatically renew for successive renewal terms of the greater of one (1) year or the length set forth on the Order Form, unless Customer gives Flock notice of non-renewal at least thirty (30) days prior to the end of the Term. Customer shall not be entitled to a refund for the Community Program, including for any unused funds or connections. Customer represents and warrants that Customer will obtain permission for Flock to install Flock Hardware related to the Community Program on any third-party property.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$67,400.00
Annual Recurring after Year 1	
Contract Total	\$67,400.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$600.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.
Flock Safety Wing™ LPR	Software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology® for license plate capture.	The Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Elite

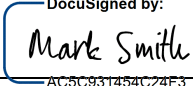
FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Convoy Search	Identify vehicles that have been seen together so you can verify a potential accomplice and getaway car used during a string of vehicle thefts; Show me vehicles that were seen near this specific car multiple times.
Visual Search	Upload a suspect vehicle photo from and alternative source (i.e. CCTV, doorbell camera, mobile phone), and machine learning will match it to vehicles recorded by Flock Safety cameras in the past 30 days
Multi Geo Search	Perform single and multi-location-based searches to link a suspect vehicle to one, or multiple crime scenes
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Custom Hot List Deconfliction Portal	Allows Flock users to identify overlapping investigations and provide the contact information of opted-in parties to facilitate collaboration.
Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.
Real-Time Routing (Formerly Vehicle Pursuit)	Displays possible vehicle routes on the Map after Hot List Hits
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	Ability for customers (and Flock Admins) to add & view public and proprietary ESRI map layers to FlockOS' Map experience.

AVL Connection	Displays Automatic Vehicle Location (AVL) of Patrol Vehicles on the Map, providing additional situational awareness.
CAD Connection	Displays Computer Aided Dispatch (CAD) alerts such as 911 calls on the Map, providing additional context.
Body Camera/Dash Camera Integration	Displays Body Worn Camera (BWC) locations on the Map, providing additional situational awareness.
Floor Plans	Displays interior floor plans of buildings on the Map, providing additional situational awareness
Camera Registry Program	Flock Safety built and maintained agency website that allows citizens to register their cameras and indicate that they may be viewed by law enforcement. Law enforcement can view each registered camera's location on the FlockOS map.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Bloomington PD

By: 
Name: Mark Smith
Title: General Counsel
Date: 1/18/2024

By: _____
Name: _____
Title: _____
Date: _____
PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 07 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) and Flock will ensure any involved third party acts with the same standard of care Flock has been bound to under this Agreement as applicable.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use every commercially reasonable effort to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with commercially reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make every commercially reasonable effort to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the direct actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by the direct actions of Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In

the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Background Check. Any Flock employee having access to a Customer facility will be subject to a thorough background check, including information from any law enforcement agency, administrator, court, governmental body, federal or provincial agency, institution, school or university (public or private), information service bureau, employer or insurance company. Flock agrees to provide Customer with all copies of such background investigations upon request, and understands that Customer reserves the right to limit or restrict access to Customer facilities at the sole discretion of the Customer.

3.3 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, revocable (at will), worldwide license to use the Customer Data to perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement.

Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least

thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms, by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period at Flock's own expense and without charge to Customer. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not

terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make every commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY

APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE

GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock will provide Customer with the opportunity to resolve any concern and both Parties agree, in good faith, to determine whether or not to veto a specific location. If a location has been vetoed, Flock will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent from the Customer, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with

DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event that either Party or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the other's reputation, the effected Party shall have the option to terminate this Agreement upon prior written notice to the other. In the event of such termination by Customer, Flock will return fees paid by Customer for any unrendered service within 30 days of said termination. In the event of such termination by Flock due to the Customer's actions, Customer would not be entitled to a refund of any prepaid fees.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

11.17 Expert Witness. Flock shall provide an expert witness to testify when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Customer has relied on Flock technology to formalize charges against a defendant. The Customer or any other entity or individual requesting the appearance of Flock shall pay any fee as may be agreed

upon with Flock, or as provided by law for such appearance. Testimony or deposition services shall not be provided until suitable fee arrangements have been made.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 115 EAST WASHINGTON STREETT, SUITE 403

ATTN:

CONTRACT MANAGER; LEGAL DEPARTMENT

EMAIL:

LEGAL@CITYBLM.ORG

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).