



**City of Bloomington
City Council
Regular Session Meeting
December 15, 2025**



Components of the City 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 City 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.

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

Regular Agenda

All items that provide the City 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

Mayor - Dan Brady

City Council Members

- Ward 1 - Jenna Kearns
- Ward 2 - Micheal Mosley
- Ward 3 - Sheila Montney
- Ward 4 - John Danenberger
- Ward 5 - Michael Straza
- Ward 6 - Cody Hendricks
- Ward 7 - Mollie Ward
- Ward 8 - Kent Lee
- Ward 9 - Abby Scott

City Manager - Jeff Jurgens
Sr. Deputy City Manager - Billy Tyus
Deputy City Manager - Sue McLaughlin

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

AMENDED

Government Center Boardroom, 4th Floor, Room #400

115 E. Washington Street, Bloomington, IL 61701

Monday, December 15, 2025 - 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. **Public Hearings**
 - A. **Public Hearing for the City of Bloomington 2025 Tax Levy, as requested by the Finance Department.** (Recommended Motion: None; Presentation and Public Hearing Only.) (Presentation by Jeff Jurgens, City Manager, 5 minutes.)
6. **Public Comment**

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

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

 - A. **Consideration and Action on Approving Bills and Payroll in the Amount of \$24,851,598.87, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
 - B. **Consideration and Action on a Resolution Approving the Purchase of Radios for the Fire Department, from Motorola Solutions, in the Amount of \$81,457, as requested by the Fire Department.** (Recommended Motion: The proposed Resolution be approved.)
 - C. **Consideration and Action on a Resolution Authorizing a Change Order for the Contract with Union Roofing Company, Inc., for the Lincoln Leisure Center Roof Replacement, in the Amount of \$15,600, as requested by the Parks & Recreation Department.** (Recommended Motion: The proposed Resolution be approved.)
 - D. **Consideration and Action on a Resolution Approving a Purchase Order with SHI, Inc., for Five Years for the Evergreen/Flex Support and Maintenance**

Renewal for the City's Enterprise Storage, in an Amount of \$497,078.30, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

- E. **Consideration and Action on a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for Engineering Services for the North Main Street Streetscape Project, in the Amount Not to Exceed \$74,400, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- F. **Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the Use of the City of Bloomington Police Shooting Range Facility, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Authorizing (1) Waiving the Technical Bidding Requirements; and (2) Approving an Agreement with InfoSend, Inc., for the Professional Consultant Services for Print, Mail, and Materials for Utility Billing Services in Fiscal Years 2026-2031, as requested by the Finance Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **AMENDED: Consideration and Action on a Resolution Approving a Tyler MUNIS Software as a Service Agreement with Tyler Technologies, for Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, Cloud-Hosted Systems and Storage, in the Amount of \$381,608.41, as requested by the Information Technology Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on a Resolution Approving an Agreement with Lochmueller Group, Inc. for the Design of the Airport Road and Cornelius Drive Traffic Signal Improvements Project, in the Amount of \$92,000, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on a Resolution Approving the Annual Renewal of the Agreement with Flock Group, Inc., in the Amount of \$133,300, as requested by the Police Department.** (Recommended Motion: The proposed Resolution be approved.)
- K. **Consideration and Action on 1) an Ordinance Authorizing the City of Bloomington to Borrow Funds from the Public Water Supply Loan Program, in the Amount of \$9,000,000; and 2) a Resolution Authorizing a Representative to Sign Loan Documents for the Public Water Supply Loan Program, for the Census Tract 59 LSLR Project, as requested by the Water Department.** (Recommended Motion: The proposed Ordinance and Resolution be approved.)
- L. **Consideration and Action on 1) an Ordinance Authorizing the City of Bloomington to Borrow Funds from the Public Water Supply Loan Program, in the Amount of \$6,500,000; and 2) a Resolution Authorizing a Representative to Sign Loan Documents for the Public Water Supply Loan Program, for the**

Reservoir Management System for Evergreen Lake, as requested by the Water Department. (Recommended Motion: The proposed Ordinance and Resolution be approved.)

- M. **Consideration and Action on an Ordinance Approving the Final Plat of Core Empire Subdivision, for the Property Commonly Known as 502 IAA Drive, Including the Vacation and Replacement of Public Utility Easements (PIN: 14-35-378-009), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- N. **Consideration and Action on an Ordinance Approving the Final Plat of Bloomington Township Solar 1, LLC Subdivision (PIN: 20-26-200-006), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- O. **Consideration and Action on an Ordinance Approving the Final Plat of the Kinder Subdivision for the Property Commonly Known as 9961 Kinder Road in McLean County (Part of PIN: 21-29-100-001), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)

8. Regular Agenda

- A. **Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, in the Amount of \$25,320,384, as requested by the Finance Department.** (Recommended Motion: The proposed Ordinance be approved.)(Presentation by Scott Rathbun, Finance Director, 10 minutes; and City Council Discussion, 15 minutes.)
- B. **Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington Public Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, in the Amount of \$6,960,000, as requested by the Library Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeanne Hamilton, Library Director, 5 minutes; and City Council Discussion, 5 minutes.)
- C. **Consideration and Action to Approve Two Resolutions Abating Property Taxes Totaling Approximately \$7,432,774.72, including: (1) a Resolution Abating All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois; and (2) a Resolution Abating Tax Levy for Rent Payable Under Lease Agreement Between the Public Building Commission, McLean County, and the City of Bloomington, as requested by the Finance Department.** (Recommended Motion: The proposed Resolutions be approved.) (Presentation by Scott Rathbun, Finance Director, 5 minutes; and City Council Discussion, 5 minutes.)

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

13. Adjournment

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



Public Hearings Item No. 5.A.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Public Hearing for the City of Bloomington 2025 Tax Levy, as requested by the Finance Department.

Recommended Motion: None; Presentation and Public Hearing Only.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: While costs have increased significantly, the 2024 levy, for FY 2026 budgetary funding, was held flat from the previous year at \$22.3M. This resulted in a reduction in the City tax rate from .993% to .904%. This was the second year of the levy being held flat. The .904% rate is therefore down significantly from the historical average of 1.09%.

Staff recommends a levy of \$25,320,384 to help realign revenues with the City's actual cost structure. This recommendation allocates \$1 million each toward Police Protection, Fire Protection, and Parks to help offset the longstanding gap between levy support and the true cost of providing these essential services. This approach strengthens the General Fund, maintains service levels, and keeps the proposed rate (.95065%) well below the historic average of 1.09%.

Please see *Exhibit - 2025 COB Tax Levy* for historical levy and rate information. The exhibit also highlights the impact on a residential property owner – providing scenarios for both a flat assessment and one that has increased by 7.8% = the approximate estimated average increase.

Tax Levy Procedure:

Illinois Statute 35ILCS 200/18-85 requires the proposed estimated levy be compared to the prior year aggregate levy (excluding amounts for bond debt service), and if a 5% increase exists, then a public hearing, in addition to a public notice, must occur. The proposed levy results in a 13.44% increase over the prior year. A public notice was posted in *The Pantagraph* on December 5th, 2025, and posted to the City's website.

Community Groups/Interested Persons Contacted: A public notice was posted in *The Pantagraph* on December 5th, 2025, and posted to the City's website.

Financial Impact: The 2025 Proposed City of Bloomington Tax Levy is \$25,320,384.

Attachments:

1. Exhibit - 2025 COB Tax Levy

**2025 Estimated & Historical Tax Levy
For FY2027 Budget Year**

City of Bloomington

Levy Type	2025 Proposed Tax Levy	2024 Tax Levy	2023 Tax Levy	2022 Tax Levy	2021 Tax Levy
BONDS & INTEREST	\$1,872,381	\$1,872,381	\$1,683,345	\$969,879	\$1,804,533
FIRE PENSION	\$4,896,000	\$4,896,000	\$4,896,000	\$4,896,000	\$4,196,000
FIRE PROTECTION	\$2,900,228	\$1,900,228	\$1,900,228	\$1,900,228	\$1,900,228
GENERAL CORPORATE	\$3,279,212	\$3,279,212	\$3,468,248	\$4,181,714	\$3,347,060
IMRF	\$1,555,626	\$1,555,626	\$1,855,626	\$1,855,626	\$1,855,626
POLICE PENSION	\$4,708,000	\$4,708,000	\$4,708,000	\$4,708,000	\$4,008,000
POLICE PROTECTION	\$2,526,473	\$1,526,473	\$1,526,473	\$1,526,473	\$1,526,473
PUBLIC PARKS	\$2,001,454	\$1,001,454	\$1,001,454	\$1,001,454	\$1,001,454
SOCIAL SECURITY	\$1,581,010	\$1,581,010	\$1,281,010	\$1,281,010	\$1,281,010
TOTALS	\$25,320,384	\$22,320,384	\$22,320,384	\$22,320,384	\$20,920,384
Dollar Increase/(Decrease)	\$3,000,000	\$0	\$0	\$1,400,000	\$275,000
Percent Increase/(Decrease)	13.44%	0.00%	0.00%	6.69%	1.33%
EAV	2,663,477,189	2,468,852,375	2,248,095,820	2,048,944,043	1,926,553,423
Estimated Tax Rate	0.95065%	0.90408%	0.9929%	1.0894%	1.0859%
Rate Change	0.0466%	-0.0888%	-0.0965%	0.0035%	-0.0078%

Residential Tax Scenarios:	2025 Proposed	2024 Final
House Flat EAV (200K value)	\$66,667	\$66,667
Total Tax	\$633.77	\$602.72
Tax Increase Flat EAV	\$31.05	
Increase per month	\$2.59	
House 7.8% EAV (215.6K value)	\$71,867	
Total Tax	\$683.20	
Tax Increase 7.8% EAV	\$80.48	
Increase per month	\$6.71	



Consent Agenda Item No. 7.A.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$24,851,598.87, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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 \$24,851,598.87 (Payroll total \$3,906,526.02, Accounts Payable total \$20,731,552.16, and Bank Transfers total \$213,520.69).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/26/2025	\$ 2,860,575.90	\$ 652,489.23	\$ 3,513,065.13
Off Cycle Adjustments	\$ 389,413.73	\$ 4,047.16	\$ 393,460.89
PAYROLL TOTAL			\$ 3,906,526.02

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
12/15/2025	AP General	\$ 18,879,978.99
12/15/2025	AP JMScott	\$ -
12/15/2025	AP Comm Devel	\$ 93,982.52
12/15/2025	AP IHDA	\$ 150.00
12/15/2025	AP Library	\$ 104,469.49
12/15/2025	AP MFT	\$ 875,437.33
11/20/2025-12/04/2025	Out of Cycle AP	\$ 777,533.83
10/31/2025-12/05/2025	AP Bank Transfers	\$ 213,520.69
AP TOTAL		\$ 20,945,072.85

PCARDS

PCARD TOTAL	\$	-
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GRAND TOTAL	\$	24,851,598.87
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Respectfully,

F Scott Rathbun
Director of Finance



Consent Agenda Item No. 7.B.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Purchase of Radios for the Fire Department, from Motorola Solutions, in the Amount of \$81,457, as requested by the Fire Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The Bloomington Fire Department ("BFD") requires reliable and modern communication equipment to ensure the safety of its personnel and the public. BFD is requesting to purchase 8 portable, Motorola APX8000 and 2 mobile Starcom radios, industry-leading radio communication equipment that meets the needs and requirements of the BFD, from Motorola Solutions. These radios will replace older portable radios at BFD as the current radios utilized by the BFD are outdated and require replacement to maintain operational efficiency and compliance with industry standards. Currently, BFD also operates two different styles of portable and mobile radios, and this purchase will allow the Department to simplify operations and have all members on the same style of radio. The purchase of these radios aligns with the City's commitment to public safety and operational readiness and Staff believe it is in the best interest of the City for continued public service.

Community Groups/Interested Persons Contacted:

Financial Impact: If approved, the City will purchase the devices for the Fire Department from Motorola Solutions in the amount of \$81,457. A total of \$94,000 is included in the FY 2026 Budget for this purchase. This will be paid from the Fire-Capital Outlay Office & Computer Equipment account (10015210-72120). Stakeholders can locate this in the FY 2026 Budget Books titled: "Budget Overview & General Fund" on page 242, and "Other Funds & Capital Improvement" on page 101.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Motorola LSJF 12152025

RESOLUTION NO. 2025 - 699

A RESOLUTION APPROVING THE PURCHASE OF RADIOS FOR THE FIRE DEPARTMENT, FROM MOTOROLA SOLUTIONS, IN THE AMOUNT OF \$81,457

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of 8 portable, Motorola APX8000 and 2 mobile Starcom radios ("Purchase"), in the amount of \$81,457; and

WHEREAS, the detailed quote is attached ("Exhibit A"); and

WHEREAS, the current radios utilized by the Bloomington Fire Department ("BFD") are outdated and require replacement to maintain operational efficiency and compliance with industry standards; and

WHEREAS, the Purchase consists of 8 portable and 2 mobile Motorola Starcom radios. This purchase offers equipment that meets the needs of the requirements of the BFD; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Purchase.

NOW THEREFORE, BE IT RESOLVED 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 Manager, or designated representatives, are authorized to execute the Purchase, and any other documents necessary to complete this transaction.

PASSED this 8th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Reviewed by
 CAM

Billing Address:
 BLOOMINGTON FIRE DEPT
 PO BOX 3157
 BLOOMINGTON, IL 61701
 US

Quote Date:10/12/2025
 Expiration Date:12/11/2025
 Quote Created By:
 Dave Lander
 Account Executive
 davelander@callmc.com
 309-682-0831

End Customer:
 BLOOMINGTON FIRE DEPT
 Jason Greer
 jgreer@cityblm.org

Contract: 37987 - STARCOM 21, IL
 CMT2028589
 AGREEMENT: STATE OF ILLINOIS
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE			
1	H91TGD9PW6AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 2.5	6	\$9,645.84	\$57,875.04
1a	H869BW	SOFTWARE LICENSE ENH: MULTIKEY	6		
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6		
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6		
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	6		
1e	QA02006AC	PORTABLE RADIO ENH: APX8000XE RUGGED RADIO	6		
1f	QA00580AA	ADD: TDMA OPERATION	6		
1g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	6		
1h	QA05509AA	DEL: DELETE UHF BAND	6		
1i	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	6		
1j	QA09001AB	ADD: WIFI CAPABILITY	6		
1k	H38BS	ADD: SMARTZONE OPERATION	6		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1l	QA07682AA	ADD: SMARTCONNECT	6		
1m	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	6		
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	6		
2	PMMN4152B	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITHOUT KNOB, UL	7	\$551.88	\$3,863.16
	APX™ 8500				
3	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	2	\$8,812.52	\$17,625.04
3a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2		
3b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	2		
3c	G832AD	ADD: SPKR 7.5W WTR RST APEX	2		
3d	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	2		
3e	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	2		
3f	GA00580AA	ADD: TDMA OPERATION	2		
3g	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	2		
3h	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2		
3i	GA05509AA	DEL: DELETE UHF BAND	2		
3j	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	2		
3k	GA09001AA	ADD: WI-FI CAPABILITY	2		
3l	G843AH	ADD: AES ENCRYPTION AND ADP	2		
3m	G89AC	ADD: NO RF ANTENNA NEEDED	2		
3n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2		
3o	G67EH	ADD: REMOTE MOUNT E5 MP	2		
3p	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2		
3q	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	2		
3r	GA01670AA	ADD: APX E5 CONTROL HEAD	2		
3s	QA09113AB	ADD: BASELINE RELEASE SW	2		
3t	GA01630AA	ADD: SMARTCONNECT	2		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
3u	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	2		
3v	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	2		
4	HAF4017A	ADD: ANT 3DB COLLINEAR 762-870MHZ	2	\$36.50	\$73.00
5	HAD4008A	MOBILE ANTENNA, ROOF MOUNT, 1/4 WAVE, 151-162 MHZ	2	\$22.63	\$45.26
6	H1919A	MOBILE RADIO MULTIPLEXER QMA	2	\$214.62	\$429.24
	APX™ Radio Management	RADIO MANAGEMENT			
7	T7914A	SOFTWARE LICENSE RADIO MANAGEMENT ONLINE	1	\$689.12	\$689.12
7a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	8		
	Product Services				
8	LSV00Q00202A	DEVICE PROGRAMMING	1	\$857.14	\$857.14

Grand Total

\$81,457.00(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1b	QA01648AA	ASKHOMID = 0140
3a	QA01648AA	ASKHOMID = 0140
7	T7914A	EMAILADR = lylefildes@callmc.com



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

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 & #: Motorola - 689

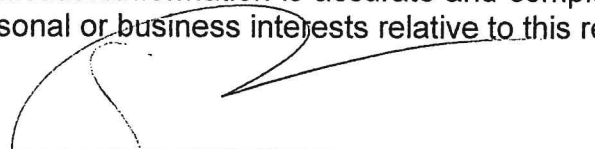
Amount: \$ 81,457

Date: 12/08/2025

Description of item/service: Replacement of portable and mobile radios for the fire department to upgrade current radio system.

Justification- Explain why this vendor is the only vendor that can perform this work: The agreement is needed for the replacement of aging radio equipment used by the department. The city has a long and established relationship with Motorola Solutions and their authorized manufacturer representatives to provide mission critical radio systems. The equipment and system are proprietary and can only be upgraded or maintained by Motorola Solutions or their authorized representatives. This equipment is on the State of Illinois contract and approved for usage on the State of Illinois interoperable communications platform known as Starcom 21.

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.

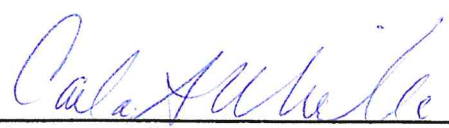

(Name and Signature of Department Head)

12/8/25
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur / 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

12/8/2025
Date



Consent Agenda Item No. 7.C.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Authorizing a Change Order for the Contract with Union Roofing Company, Inc., for the Lincoln Leisure Center Roof Replacement, in the Amount of \$15,600, as requested by the Parks & Recreation Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities

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

Background: The Lincoln Leisure Center, formerly District 87 Abraham Lincoln Elementary School, is a programmed recreation center for the community. The two-story building consists of a lounge, gymnasium, and nine classrooms. The Parks and Recreation Department runs multiple programs out of the Lincoln Leisure Center, including crafts, sports, and dance. The Center is home to the Special Opportunities Available in Recreation ("SOAR") Division of the Parks and Recreation Department. SOAR is a community therapeutic recreation program that serves individuals ages 4 and up whose recreational needs are not met by traditional recreational programs. After the Parks and Recreation Department programs are accounted for, the facility is available for rental to the public.

Through the Architectural and Engineering Professional Services RFQ #2025-32, Dewberry Engineers was selected to evaluate the roof for replacement and provide plans, bid documents, construction oversight, and specifications if a new roof was needed. Dewberry determined a new roof was needed, and has worked with the winning bidder, Union Roofing, to perform said tasks.

Once the roof was started and a section was completed, the contractor and Dewberry determined that the drains and drain lines could not handle the water runoff, and it was determined that this may have contributed to the previous roof deterioration. This was unforeseen and presented itself after a section of the roof was completed. A typical roof drain is 3" on a commercial building, and the existing drains at Lincoln Leisure Center are 1.5". The new roof is properly tapered, and during a heavy rain event, the existing drains can not handle the amount of water. Union Roofing, Dewberry, and Parks and Recreation Staff are recommending the addition of 4 scuppers, collection boxes, and downspouts in the amount of \$15,600.

Community Groups/Interested Persons Contacted: Union Roofing and Dewberry Engineers

Financial Impact: If approved, the City will process a Change Order for the Contract with

Union Roofing in the amount of \$15,600. Funding is available in the FY 2026 Budget in the Capital Improvement Fund - Buildings account (40100100-72520). Stakeholders can locate the Capital Improvement Fund Budget in the FY 2026 Budget Book titled "Other Funds and Capital Improvement" beginning at 83. If necessary, at year-end, Finance will bring back a budget amendment for City Council consideration.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE CONTRACT WITH UNION ROOFING COMPANY, INC., FOR THE LINCOLN LEISURE CENTER ROOF REPLACEMENT, IN THE AMOUNT OF \$15,600

WHEREAS, subject to the provisions of the City Code, City staff are recommending a change order (Exhibit A) to the contract with Union Roofing Company, Inc., for Lincoln Leisure Center Roof Replacement, in the amount of \$15,600; and

WHEREAS, the Lincoln Leisure Center Roof Replacement change order is necessary for completion of the overall project and addressing issues that were unforeseen during bidding; and

WHEREAS, after a section of the roof was completed, Dewberry Engineers, Union Roofing, and City Staff collectively determined that the drain lines could not handle the amount of water runoff; and

WHEREAS, this additional work will rectify the drainage issue by changing the existing roof drains from 1.5" diameter to 3" diameter and adding scuppers, which will allow water run off to drain properly and not build up during excessive rain; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Change Order.

NOW THEREFORE, BE IT RESOLVED 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 Manager, or designated representatives, are authorized to execute the Change Order, and any other documents necessary to complete this transaction.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Jeremey,

Here is the cost breakdown per scupper. If you need this on letter head let me know.

Cost includes a JLG for 2 days for all 4, or a half day per scupper I did have some time in it for the fascia... about \$ **400** each for each scupper and downspout work.

Materials each require 4.5 sheets of metal, for scupper, collection box and down spout. includes caulk and strap painted to match. Includes detail membrane from Carlisle and splice adhesive. \$ **900.00**

Sheet metal labor is 16 hours at \$135.00 for a total of \$ **2160.00**, to cut, bend and install the flat sheets. A lot of forming and cutting time

Roofing labor to cut out the over flow scupper openings, there are 6 layers of 2x wood blocking and to flash in each scupper into the new roof system \$ **440.00**, (4 hours at \$110)

Net change for cutting the wood blocking out, installing a shop bent scupper, shop bent collection box, shop bent down spout and splash block, and flashing the scupper into the new roof system.

4 total over flows in the project, 4 at \$ **3,900.00** for net change of \$ **15,600.00**

Let me know if this works.


Doug Hoselton

URC/VP

The price to add 4 scuppers, collection boxes and downspouts is \$ 15,600.00

The reason for us needing to add these is the drains are only 1.5 inch and the drain lines are only slightly bigger. A typical roof drain is 3 inches in a commercial setting or larger. It's the smallest roof drain we have seen on a commercial project.

The existing roof system was dead level and ponded. The only water that went down the drain was basically what went into the drain when it rained. The new system is tapered so most of the rain will go to the existing small drains and small pipe.

Having the over flows should help if the drain is overwhelmed in a heavy rain, it should eliminate some of the water. Do I think the drains and especially the drain lines should be enlarged down the road, yes.

When we started this roof, and had a completed area, the drain had problems handling all the water in it, twice, and had to be repaired. I am hoping to eliminate this problem going forward.



Doug Hoselton

URC/VP



Consent Agenda Item No. 7.D.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Purchase Order with SHI, Inc., for Five Years for the Evergreen/Flex Support and Maintenance Renewal for the City's Enterprise Storage, in an Amount of \$497,078.30, as requested by the Information Technology Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: Three years ago, the City of Bloomington implemented a modern enterprise storage solution using Pure Storage's Evergreen//Flex platform, procured through SHI International under the Sourcewell Technology Products & Solutions Contract (#121923-SHI). This solution was selected for its innovative hybrid model that combines the benefits of hardware ownership with the flexibility of a subscription-based consumption model.

Since its deployment, the Evergreen//Flex storage arrays have delivered exceptional performance, reliability, and support. The implementation was seamless, and the system has consistently met or exceeded operational expectations. The platform's ability to scale dynamically, support non-disruptive upgrades, and provide site-level metering has allowed Information Technology ("IT") operations to remain agile and cost-effective, even as storage demands have grown.

The Evergreen//Flex model has proven particularly valuable in enabling the City to:

- Optimize budget utilization by aligning costs with actual storage usage.
- Maintain modern infrastructure through included hardware and software upgrades.
- Adapt to changing workloads via fleet-level data mobility and flexible reserve commitments.
- Avoid costly re-buys or disruptive migrations, ensuring long-term sustainability.

Looking ahead, having Pure Storage in place will significantly support future initiatives in virtualization and converged infrastructure. The platform's flexibility and performance characteristics align well with these strategies, enabling more efficient resource utilization, simplified management, and reduced capital expenditures. These capabilities are expected to yield substantial cost savings and operational efficiencies as the City modernizes its IT environment.

Renewing the agreement for a 5-year term is the most logical and cost-effective choice, saving the City over \$20,000 annually compared to the 3-year option. The City remains committed to the Pure Storage platform, and SHI has offered substantial pricing discounts in recognition of this long-term commitment. This extended agreement provides price stability, supports ongoing modernization efforts, and ensures uninterrupted support for the City's critical data infrastructure.

This renewal proposal, outlined in SHI Quote #26800383, extends the current storage subscription for an additional 60 months. It includes continued access to the Evergreen//Flex X50R5 and C70R5 reserve rates, totaling \$497,078.30 over the term. The renewal ensures uninterrupted service, continued modernization, and financial predictability for the City's critical data infrastructure.

Given the proven success of the initial investment and the strategic advantages of the Evergreen//Flex model, this renewal represents a sound and forward-looking continuation of our data storage strategy.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement with SHI Inc., in the amount of \$497,078.30. This will be paid in equal payments of \$99,415.66 for each year of the 5-year term beginning in FY 2026 through FY 2030. This item is included in the FY 2026 Budget under the Information Technology-Repair/Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2026 Budget Books titled "Budget Overview & General Fund" on page 161. The Information Technology Department will be responsible for including the \$99,415.66 in future years' budget submissions and creating the annual purchase order for the same amount.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Quote
3. Sourcewell - SHI Contract 121923

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE FIVE YEARS OF EVERGREEN/FLEX SUPPORT AND MAINTENANCE OF THE CITY'S ENTERPRISE STORAGE, FROM SHI INC., IN THE AMOUNT OF \$497,078.30

WHEREAS, subject to the provisions of the City Code, City staff are recommending the five-year agreement of Evergreen/Flex Support and maintenance renewal for the City's Enterprise Storage ("Renewal"), from SHI Inc., in the amount of \$497,078.30; and

WHEREAS, the detailed quote is attached ("Exhibit A"); and

WHEREAS, the City of Bloomington implemented Pure Storage's Evergreen/Flex platform to modernize our enterprise storage infrastructure in 2022. This hybrid model combines hardware ownership with subscription-based flexibility, enabling dynamic scalability, non-disruptive upgrades, and site-level metering; and

WHEREAS, renewing the Evergreen//Flex platform ensures continued modernization, uninterrupted support, and financial predictability for the City's critical data infrastructure, representing a strategic continuation of a proven and sustainable storage solution; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Renewal.

NOW THEREFORE, BE IT RESOLVED 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 Manager, or designated representatives, are authorized to execute the Renewal, and any other documents necessary to complete this transaction.

PASSED this 8th of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Pricing Proposal
 Quotation #: 26800383
 Created On: 10/28/2025
 Valid Until: 1/7/2026

IL-City of Bloomington

Inside Account Manager

Craig Mcbeath

IL
 United States
 Phone: (309) 434-2257
 Fax:
 Email: cmcbeath@cityblm.org

Precilla Lin

290 Davidson Ave
 Somerset NJ 08873
 Phone: 732-564-8143
 Fax:
 Email: Precilla_Lin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Evergreen//Flex X50R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-X50R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 1 // OnDemand Rate (per TiB/month: \$177.49	31	\$1,419.94	\$44,018.14
2 Evergreen//Flex C70R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-C70R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 1 // OnDemand Rate (per TiB/month: \$41.72	166	\$333.72	\$55,397.52
3 Evergreen//Flex X50R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-X50R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 2 // OnDemand Rate (per TiB/month: \$177.49	31	\$1,419.94	\$44,018.14
4 Evergreen//Flex C70R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-C70R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 2 // OnDemand Rate (per TiB/month: \$41.72	166	\$333.72	\$55,397.52
5 Evergreen//Flex X50R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-X50R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 3 // OnDemand Rate (per TiB/month: \$177.49	31	\$1,419.94	\$44,018.14
6 Evergreen//Flex C70R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-C70R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 3 // OnDemand Rate (per TiB/month: \$41.72	166	\$333.72	\$55,397.52
7 Evergreen//Flex X50R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-X50R5-FVR-PRM-Reserve	31	\$1,419.94	\$44,018.14

Contract Name: Sourcewell- Technology Products & Solutions

Contract #: 121923-SHI

Note: Year 4 // OnDemand Rate (per TiB/month: \$177.49

8	Evergreen//Flex C70R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-C70R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 4 // OnDemand Rate (per TiB/month: \$41.72	166	\$333.72	\$55,397.52
9	Evergreen//Flex X50R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-X50R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 5 // OnDemand Rate (per TiB/month: \$177.49	31	\$1,419.94	\$44,018.14
10	Evergreen//Flex C70R5 Reserve Rate (per TiB/ month); Unit of Measure = Usable Matrix Systems Group, Inc - Part#: EFX-C70R5-FVR-PRM-Reserve Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Year 5 // OnDemand Rate (per TiB/month: \$41.72	166	\$333.72	\$55,397.52
			Total	\$497,078.30

Additional Comments

By submitting an order in reference to this quotation, you are providing approval to the below terms:

This is a five (5) year non-cancellable term with an annual payment structure. No Mid-Term Cancellations. Customer is subject to full cost of the five (5) year agreement.

The customer agrees that all payments will be paid in a timely manner based on the payment schedule below.

Installment Payments: All payments are due NET 30 from their respective invoice date.

Billing schedule:

Payment 1: \$99,415.66 due Net 30 from the original purchase

Payment 2: \$99,415.66 will be invoiced 1 year from the original purchase date and due NET 30

Payment 3: \$99,415.66 will be invoiced 2 years from the original purchase date and due NET 30

Payment 4: \$99,415.66 will be invoiced 3 years from the original purchase date and due NET 30

Payment 5: \$99,415.66 will be invoiced 4 years from the original purchase date and due NET 30

Total 5-Year Cost: \$497,078.30

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

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

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

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell 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 Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to 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.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
 \$1,000,000 Personal and Advertising Injury
 \$2,000,000 aggregate for products liability-completed operations
 \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event
 \$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

A. LAWS AND REGULATIONS. All 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 Services are sold.

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

SHI International Corp.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
3/20/2024 | 10:15 AM CDT
Date: _____

DocuSigned by:
Kristina Mann
By: EA418E789F09404...
Kristina Mann
Title: Sr. Manager Contracts
3/20/2024 | 11:14 AM EDT
Date: _____

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: SHI International Corp.
Does your company conduct business under any other name? If yes, please state: New Jersey
Address: 290 Davidson Ave.
Somerset, New Jersey 08873
Contact: Tory Pubylski
Email: victoria_pubylski@shi.com
Phone: 512-983-6502
Fax: 512-983-6502
HST#: 22-3009648

Submission Details

Created On: Tuesday October 31, 2023 09:50:21
Submitted On: Tuesday December 19, 2023 15:26:51
Submitted By: Tory Pubylski
Email: victoria_pubylski@shi.com
Transaction #: bca2ca3b-8372-44f0-8925-989cf0fc15f1
Submitter's IP Address: 161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873
6	Proposer website address (or addresses):	www.shi.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>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.</p>	<p>SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business.</p> <p>Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world.</p> <p>SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology."</p> <p>SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs.</p> <p>Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business.</p> <p>There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful.</p> <p>It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including:</p> <ul style="list-style-type: none"> • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities <p>To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us.</p> <p>SHI Core Values:</p> <ul style="list-style-type: none"> • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you <p>Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members</p>

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubylyski, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.
2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.
3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.
4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).
5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubylyski
Capture & Business Development Manager
Victoria_Pubylyski@shi.com
2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		<p>3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com</p> <p>If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.</p>
12	<p>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.</p>	<p>With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached \$14 billion in revenue and set the stage for continued exponential growth.</p> <p>This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners.</p> <p>Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages.</p> <p>Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues.</p> <p>SHI's Strengths:</p> <ul style="list-style-type: none"> • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth <p>Financial Stability:</p> <ul style="list-style-type: none"> • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure <p>SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services.</p> <p>Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market.</p> <p>SHI Overall Product Mix</p> <ul style="list-style-type: none"> • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. <p>Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer.</p> <p>Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>The Canadian IT addressable market for resellers is approximately \$100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.</p>

<p>16</p>	<p>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?</p>	<p>SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner.</p> <p>SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request.</p> <p>Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value.</p> <p>SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs.</p> <p>SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas.</p>
<p>17</p>	<p>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.</p>	<p>Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications.</p> <p>We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request.</p> <ul style="list-style-type: none"> Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications

		<p>Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications</p> <p>For additional certifications, please see the Technical Certifications document in the response portal.</p>	
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro.</p> <p>For additional information about our awards and accolades, please visit SHI.com.</p> <p>2023 Awards</p> <ul style="list-style-type: none"> • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards

- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards

- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic Device Reseller Award
- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards

- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opegear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		<ul style="list-style-type: none"> • Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award <p>2019 Awards</p> <ul style="list-style-type: none"> • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award 	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

<p>22</p>	<p>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?</p>	<p>SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome</p> <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$433,524,175.00 • 2021 - \$432,367,332.00 • 2022 - \$474,912,261.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$117,246,848.00 • 2021 - \$242,276,114.00 • 2022 - \$428,741,315.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$119,276,838.00 • 2021 - \$215,559,364.00 • 2022 - \$297,216,161.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$49,516,736.00 • 2021 - \$98,356,960.00 • 2022 - \$162,616,951.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$109,667,754.00 • 2021 - \$94,519,443.00 • 2022 - \$66,158,438.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$105,605,584.00 • 2021 - \$106,272,231.00 • 2022 - \$36,249,883.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$51,110,983.00 • 2021 - \$69,945,461.00 • 2022 - \$117,824,104.00 <p>State Contract</p> <ul style="list-style-type: none"> • 2020 - \$137,405,364.00 • 2021 - \$79,536,085.00 • 2022 - \$43,431,618.00 <p>State Contract</p> <ul style="list-style-type: none"> • 2020 - \$79,162,748.00 • 2021 - \$77,934,115.00 • 2022 - \$54,871,606.00 <p>State Contract</p> <ul style="list-style-type: none"> • 2020 - \$64,141,338.00 • 2021 - \$63,818,564.00 • 2022 - \$69,121,433.00
<p>23</p>	<p>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?</p>	<p>GSA</p> <ul style="list-style-type: none"> • 2020 - \$19,629,342.02 • 2021 - \$13,876,322.68 • 2022 - \$6,492,695.32 <p>SHI does not have any SOSA agreements.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	\$8-\$32.3M	\$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	\$4-\$9.2M	\$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	\$3-\$17M	\$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	\$12-\$10.2M	\$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	\$4-\$1.5M	\$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcewell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcewell members.</p> <p>To remain successful for Sourcewell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers.</p> <p>Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including:</p> <ul style="list-style-type: none"> • Federal • State and Local Government • Education • Healthcare <p>Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public</p>

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team

The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives.

Public Sector Inside Team

Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales

With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.

Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	<p>To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement.</p> <p>We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.</p> <p>SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model.</p> <p>Our major distribution centers are located strategically in:</p> <ul style="list-style-type: none"> • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX <p>SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.</p>
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28	Service force.	<p>To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning.</p> <p>The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs.</p> <p>Our services and support resources include:</p> <ul style="list-style-type: none"> • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: <ul style="list-style-type: none"> • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. <p>Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract.</p> <p>Professional Services Delivery SHI provides services in one of three ways:</p> <ol style="list-style-type: none"> 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. <p>Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.</p>
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfillment partners upon award of a contract in conjunction with Sourcewell member needs.</p> <p>SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs.</p> <p>Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price.</p> <p>Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer.</p> <p>Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options.</p> <p>Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user.</p> <p>We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it.</p> <p>SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.</p>
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically.</p> <p>Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.</p> <p>SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service.</p> <p>Below we outline our standard procedures and response times:</p> <ul style="list-style-type: none"> • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.
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<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations.</p> <p>Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member.</p> <p>To achieve this, we will deliver the following:</p> <ul style="list-style-type: none"> • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. <p>With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell’s vision “to empower community success.”</p> <p>SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM’s and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>SHI will enthusiastically provide products and services to Sourcewell members in Canada.</p> <p>Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26.</p> <p>Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada.</p> <p>Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration.</p> <p>We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.</p>
<p>33</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell’s proposed contract.</p> <p>Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.</p>

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>36</p>	<p>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.</p>	<p>We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract.</p> <p>Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubylski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike.</p> <p>Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees.</p> <p>During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers.</p> <p>Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan.</p> <p>Upon award, we will execute the following steps to begin marketing the new contract:</p> <ul style="list-style-type: none"> • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. <p>We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters.</p> <p>SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.</p> <p>Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.</p> <p>We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend.</p> <p>Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge.</p> <p>Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024!</p> <p>We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.</p>
<p>37</p>	<p>Describe your use of technology and</p>	<p>The digital age has profoundly changed the way we communicate by making it easier and</p>

digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums.

Webinar Series

Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings: <https://www.publicsector.shidirect.com/about/events>

SHI Resource Hub

The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts.

Social Media

In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community.

We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com.

SHI Sponsorships

In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors.

In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across:

- Television and radio
- Earned media
- Website and e-mailings
- Advertising and supporting collateral
- Hospitality
- Onsite signage

Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship.

As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners.

SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament.

When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face

		<p>of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches.</p> <p>E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.</p>
38	<p>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?</p>	<p>SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award.</p> <p>We view Sourcewell's role in the promotion of the contract to include:</p> <ul style="list-style-type: none"> • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoings at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. <p>Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.</p>

39	<p>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.</p>	<p>SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards.</p> <p>In addition, we support the following Punch-out types:</p> <ul style="list-style-type: none"> • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus <p>Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools.</p> <p>Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and

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.

Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components:

- Identify current state and future state requirements with key stakeholders.
- Identify change management and communication strategy.
- Define the use case.
- Identify locations and languages.
- Assess gaps and needs for IT and end-users.
- Develop scope.
- Customize content.
- Align training with the deployment schedule.
- Launch training pilot.
- Live instructor-led training
- Power-user training
- OnDemand eLearning portal
- Application deep dive training
- Deskside training support
- VIP one-on-one training

End-User Training

SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are:

- M365
- Windows 10/11
- Microsoft Teams
- Microsoft Core Apps
- WebEx
- Google Apps
- Security Awareness

Technical Training

With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to:

- Amazon
- Cisco
- Google
- Microsoft
- VMware
- Palo Alto
- Meraki
- Nutanix
- Veeam

Professional Development for Business

In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to:

- Business Analysis
- Communication
- Leadership
- Project Management
- Agile
- ITIL

Professional Development for Educators

SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to:

- Software training for IT staff, faculty, and staff
- Hybrid teaching methods
- Blended learning
- STEM
- STEAM
- Esports
- Pedagogy
- SEL (Social and Emotional Learning)
- Accelerated Learning Recovery
- DEI (Diversity, Equity, and Inclusion)

		<ul style="list-style-type: none"> • First-Year Teacher Bundle <p>Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to:</p> <ul style="list-style-type: none"> • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning <p>Please feel free to explore more details and options at https://www.shi.com/solutions/training</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training.</p> <p>Articulated below are just a few offerings:</p> <p>Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in.</p> <p>The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour!</p> <p>How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience.</p> <p>SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation.</p> <p>Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes:</p> <ul style="list-style-type: none"> • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. <p>When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures.</p> <p>Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including:</p> <ul style="list-style-type: none"> • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.

- On-site and cloud network service management.
- Security management and best practices.
- Access to a wide array of optional fee-based public cloud professionals and managed services.
- Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team.

SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract.

SHI One Management Platform

The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward.

With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts.

Leading Industry Technologies

SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.

<p>42</p>	<p>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.</p>	<p>SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050.</p> <p>At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure.</p> <p>SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include:</p> <ul style="list-style-type: none"> • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. <p>SHI seeks to be energy efficient utilizing these methods:</p> <ul style="list-style-type: none"> • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: <ul style="list-style-type: none"> o High-efficiency HVAC equipment o Energy Star equipment/appliances o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). o Automatic lighting controls and LED lighting throughout (Austin). o Occupancy sensor control of lighting fixtures. o Water-efficient and low-flow plumbing. o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) <p>To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation.</p> <p>With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.</p>
<p>43</p>	<p>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.</p>	<p>As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.</p>

<p>44</p>	<p>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.</p>	<p>We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs.</p> <p>SHI Certifications WBE</p> <ul style="list-style-type: none"> • WBENC <p>MBE</p> <ul style="list-style-type: none"> • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) <p>MWBE</p> <ul style="list-style-type: none"> • Supplier Clearing House (California Public Utilities Commission) <p>SHI also has MWBE certifications with the following state governments:</p> <ul style="list-style-type: none"> • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin <p>SHI Government Solutions</p> <ul style="list-style-type: none"> • State of Texas Certified HUB Vendor
<p>45</p>	<p>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?</p>	<p>We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market.</p> <p>Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement.</p> <p>Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible.</p> <p>Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success.</p> <p>Value Add Services SHI offers a wide range of value-added services to help our customers get the most value</p>

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice

Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement

Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support

Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education

Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend.

Negotiation Assistance

SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print

SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services

Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services

To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services

Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability

As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcewell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		<p>communities—our relationships with customers, partners, OEMs, and our own SHI colleagues.</p> <p>SHI's Strengths and Stability:</p> <ul style="list-style-type: none"> • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure <p>SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.</p>
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Table 9A: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage.</p> <p>In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses.</p> <p>Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed.</p> <p>Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.</p> <p>Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.</p> <p>Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Typically warranty services from an OEM will not cover items from other manufacturers.</p> <p>Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.</p>

<p>51</p>	<p>What are your proposed exchange and return programs and policies?</p>	<p>SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return.</p> <p>Occasionally, the product manufacturer has a “no returns” policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns.</p> <p>Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer.</p> <p>Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help.</p> <p>More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.</p>
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52	Describe any service contract options for the items included in your proposal.	<p>SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary.</p> <p>In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance.</p> <p>The benefits of Third-Party Enterprise Warranties include:</p> <ul style="list-style-type: none"> • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • \$0 deductible. <p>In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides:</p> <ul style="list-style-type: none"> • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. <p>Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens.</p> <p>Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use!</p> <p>If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time.</p> <p>We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America.</p> <p>In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.</p>
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Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols.</p> <p>As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center.</p> <p>When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase.</p> <p>The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification.</p> <p>Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time.</p> <p>Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control.</p> <p>If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed.</p> <p>The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology."</p> <p>As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards. *
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products.</p> <p>The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer.</p> <p>SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing.</p> <p>Hardware Leasing SHI offers a traditional \$1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include:</p> <ul style="list-style-type: none"> • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • \$1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. <p>The benefits to leasing hardware with SHI include:</p> <ul style="list-style-type: none"> • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. <p>Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based.</p> <p>Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.</p>
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder.</p> <p>Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included:</p> <ul style="list-style-type: none"> • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcewell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,

and any other relevant information.

- Contact Information: The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements

The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications

SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification

SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports

Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents

An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher.

Key elements of a EULA often include:

- License Grant: This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
- Restrictions on Use: The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.

- **Intellectual Property Rights:** The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- **Warranty and Liability:** The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- **Termination:** This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- **Privacy Policy:** The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:

- **Scope of Services:** This details the services to be provided, how they will be delivered, and the schedule for delivery.
- **Performance Metrics:** These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- **Monitoring and Reporting:** The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- **Problem Management:** This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- **Responsibilities:** The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- **Penalties and Remedies:** The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- **Confidentiality and Security:** This section outlines how the provider will protect the customer's data and ensure privacy.
- **Termination Terms:** This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work

A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:

- **Project Overview:** This provides a general summary of the project, its purpose, and objectives.
- **Scope of Work:** This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- **Deliverables:** This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- **Timeframe:** The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- **Standards and Criteria:** This section describes the quality standards or benchmarks that the work should meet.
- **Payment Terms:** This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- **Resources:** This section provides information about any resources or materials that will be needed to complete the project.
- **Responsibilities:** This outlines the roles and responsibilities of all parties involved in the project.
- **Assumptions and Constraints:** This area describes any assumptions made during the planning phase and any constraints

		<p>that could limit the project's execution.</p> <ul style="list-style-type: none"> • Terms and Conditions: This includes any legal terms and conditions related to the project. <p>We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.</p>	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

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 *
59	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.	<p>Full Catalog Pricing SHI is pleased to offer Sourcewell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately.</p> <p>Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible.</p> <p>SHI is pleased to offer a complete electronic catalog for Sourcewell and its member agencies.</p> <p>Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcewell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success.</p> <p>Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners.</p> <p>Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including</p>

the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project.

Pricing for professional technology services for a scope of work typically involves several factors:

1. **Scope of Work:** The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required.
2. **Time and Effort:** An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed.
3. **Expertise Required:** The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel.
4. **Overhead Costs:** Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price.
5. **Price and Milestone Payments:** Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made.

It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed.

Cost Savings

SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger.

SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price.

Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount.

SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.

Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.

SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and

60 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.

61 Describe any quantity or volume discounts or rebate programs that you offer.

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware

Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available.

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software

Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMS will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services

Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		<p>data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.</p>	
62	<p>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.</p>	<p>When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.</p>	*
63	<p>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.</p>	<p>Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.</p>	*
64	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase.</p> <p>SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible.</p> <p>SHI can ship products via any method the customer desires. These include:</p> <ul style="list-style-type: none"> • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI's logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. 	*
65	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.</p>	*
66	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option.</p> <p>SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and</p>	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center) —created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:

- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center

The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center

A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.

- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	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 *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts.</p> <p>Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together.</p> <p>The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract.</p> <p>Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through:</p> <ul style="list-style-type: none"> • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates <p>If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship.</p> <p>Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy.</p> <p>In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports.</p> <p>SHI can deliver standard reports in one of three formats, including:</p> <ul style="list-style-type: none"> • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members

Victoria (Tory) Pubylski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX. To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/victoria-tory-pubylski-604b4583/>.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/arianne-mount-2b301146/>.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/ .	
69	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.	<p>In our experience, there are a few key indicators of success for contracts of this type:</p> <ol style="list-style-type: none"> 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcewell and educate members on value, we expect we will get positive feedback. <p>SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcewell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.</p>	*
70	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.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

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

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

Line Item	Question	Response *

<p>72</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners.</p> <p>SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems.</p> <p>We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members.</p> <ol style="list-style-type: none"> 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. <p>In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape.</p> <p>Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands</p> <p>Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.</p>
<p>73</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands.</p> <p>Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings.</p> <p>Hardware End-User</p> <ul style="list-style-type: none"> • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping

Print - Printers, Scanners, MFDs, Toners and Supplies

Data Center - Servers and Storage, Power and Cooling, and Services:

Configuration, asset tagging, kitting, and shipping

Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software

SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring

As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:

- **Secure Governance:** In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
- **Secure Infrastructure:** SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
- **Secure Data:** SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
- **Secure People:** We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud

Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), "X" or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management

SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)

The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:

- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services

Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)

SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services

SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services

The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning

Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support

MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)

SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation

SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation.

We source the perfect IT professionals for your needs by:

- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)

The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:

- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop

The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:

- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:

- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports

SHI's dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:

- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that's right for each organization.

STEM/STEAM

STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world's challenges and

solve real-world problems. Here are some examples of STEM technology products:

- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions

Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.

- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions

Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged "smart cities." The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI's solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - 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
74	Computer hardware, including desktops, laptops, tablets, and related devices;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

Box-Premier
 Broadcom-Elite
 Brother-Authorized Partner
 C2G-Platinum Partner
 Canon-Authorized Partner
 Carbonite-Premier Partner
 CheckPoint-Three Star National Partner
 Cisco-Gold Partner
 Citrix-Platinum Partner
 Cleartouch-Highest
 Cohesity-Strategic National Partner
 Commvault-Market Builder - Top Tier
 Cradlepoint-Premier NSP
 CrowdStrike-Elite Partner
 CyberArk-Advanced Partner
 CyberPower-Elite Partner
 Cylance-Authorized
 Datawatch-Platinum
 Delinea-Authorized Reseller
 Dell-Dell EMC Titanium Black (Authorized 15+ years)
 D-Link-Gold Level
 Druva-Elite Partner
 DynaBook-Platinum Preferred
 Eaton-Authorized Partner
 Elastic-Professional Partner
 Entrust-Professional Partner
 Epson-Epson Business First Gold Partner
 Ergotron-Gold
 Erwin-Authorized
 ESET-Silver
 Exagrid-Authorized Reseller (Highest level)
 ExtraHop Networks-Gold
 Extreme Networks (ExtremeNetworks+Aerohive)-Diamond
 F5-Platinum Partner
 Facebook Oculus-Authorized Reseller
 Forcepoint-Titanium Partner
 Forescout-Platinum
 Fortinet-Expert
 Fujitsu-Authorized Partner
 GitLab-Select Partner
 Globalscape-Authorized
 Good Technology (Blackberry)-Authorized
 Google-Premiere Partner
 GoTo-Platinum Partner
 Hewlett Packard Enterprise-Platinum Partner
 Honeywell-NBR (National Broadline Reseller)
 HP, Inc.-Power Services Partner (Authorized 25+ years)
 HPE Aruba Networking Division-Platinum Partner
 IBM Hardware-Gold
 IBM Software-Gold Business Partner
 Infocus-National Partner
 Intel-Intel Partner Alliance Titanium Member
 IPSwitch-Titanium
 Ivanti-Platinum
 Jabra-Premier Partner
 JAMF-Gold Partner
 JetBrains-Authorized
 Juniper Networks-Juniper Elite
 KEMP-Authorized
 Kingston-Authorized Reseller
 Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner
 Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+))
 Lexmark-Tier 1, Diamond Edge
 LG-Authorized Reseller
 Logic Monitor-Authorized Reseller
 Logitech-Authorized Partner
 LogMeIn-Authorized
 LogRhythm-Services Authorized Reseller (Highest Tier)
 Malwarebytes-Platinum Partner
 ManageEngine (Zoho)-Authorized
 Meraki-Gold
 MicroFocus-Platinum Partner
 Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller
 Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

GSA & DISO Authorized; Authorized Azure Expert MSP
 Mimecast-Elite Partner
 MobileIron-Iron
 Nasuni-Premier
 NetApp-Star Reseller
 Netgear -Reseller
 NetIQ (Micro Focus)-Platinum
 NetScout Systems (Arbor Networks)-Platinum
 Netwrix-Platinum Partner
 Nimble-Platinum
 Novell-Platinum Partner
 Nuance-Authorized
 Nutanix-Master Level Partner, Cloud Champion
 Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX)
 OKTA-Elite Level Partner
 Open Gear-Premier Partner (Highest level), Elite
 OpenText-Authorized Reseller
 Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum
 Paessler-Gold Partner
 Palo Alto Networks-Diamond
 Panasonic-Tier A Reseller
 Parallels-Premier
 PingIdentity-Platinum Partner
 Poly (Plantronics & Polycom)-Platinum Partner
 Progress Software (Kemp)-Titanium Authorized Partner
 Promethean-National Partner
 Proofpoint-Platinum Partner
 Pulse Secure-Authorized
 Pure Storage-Elite Partner
 Qualys-Supported Partner
 Quantum Storage-Premier Partner
 Quest-Platinum Plus Partner
 Rapid7-Gold Level Partner
 Raritan/ServerTech-Authorized Reseller
 Red Gate-Authorized
 RedHat-Red Hat Advanced Business Partner
 Ribbon Communications-Bronze
 Riverbed Technology-Elite Partner
 RSA-Titanium DMR Partner
 Rubrik-Elite Plus Partner
 Ruckus Wireless (CommScope)-Elite Partner
 Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For
 mobility - Blue Level
 SanDisk (Western Digital)-Gold
 SAP BusinessObjects-Silver, Large Account
 Scale Computing-Platinum
 SentinelOne-Platinum Partner
 Sharp – NEC-Authorized for Sharp Electronics Display Solutions
 SilverPeak-Platinum Level
 Smarsh-Hybrid Cloud & Emerging Partner
 SolarWinds-Elite Partner
 SonicWALL-Platinum Partner
 Sony-Gold
 Sophos-Sophos Select Partner
 Spectra Logic-Elite VAR
 Splunk-Premier Partner
 StarTech-Authorized Partner
 SunOracle-Platinum
 Supermicro-Tier-1 Diamond
 Suse-Platinum Level, Specialized in Sell and Manage
 Symantec-Premier Partner
 Synology-Authorized Reseller
 Tableau-DMR Partner
 Tanium-Partner Plus
 Targus Authorized
 TeamViewer-Authorized Reseller
 TechSmith-Preferred Partner
 Tenable-Platinum Reseller
 Thales-Platinum
 Tintri-Elite Partner
 Toshiba-Platinum Preferred
 Trellix-Platinum Partner
 TrendMicro-National Channel Partner
 TrippLite-Authorized Partner
 Tripwire -Platinum Partner
 Unitrends-Top Tier

		<p>Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold</p>
82	<p>Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.</p>	<p>Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings.</p> <p>It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use.</p> <p>In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability.</p> <p>By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas:</p> <ul style="list-style-type: none"> • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. <p>Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates.</p> <p>Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can be sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends.</p> <p>For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use.</p> <p>Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software.</p> <p>Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software.</p> <p>To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a</p>

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works

When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement. When the customer receives an email containing a renewal reminder, they are given the following three options:

- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes

In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline

The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.

- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO

In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI

We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		<p>licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access.</p> <p>To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete.</p> <p>Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization.</p> <p>Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.</p>
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	<p>SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline.</p> <p>SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing.</p> <p>Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts.</p> <p>The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission.</p> <p>Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items.</p> <p>Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available.</p> <p>For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure.</p> <p>Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications:</p> <ul style="list-style-type: none"> • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase.
- See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information.

Order Tracking

SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices.

Returns

Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website.

Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer’s invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI’s Return policy.

Approval Routing

Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI’s internal order processing system.

Reporting

The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system.

Customization

SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website.

Additional customization includes:

- Set up users by groups: Purchasers, IT Department, Accounting.
- Custom Checkout and Pre-loaded address list.
- Setup basic Approval Routing.
- Create custom product configurations.

Training

To better help your organization use the many features SHI.com has to offer, SHI’s ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - 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
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	<input checked="" type="radio"/> Yes <input type="radio"/> No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	<p>SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data.</p> <p>Benefits of a Zero Trust program:</p> <ul style="list-style-type: none"> • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	<p>SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments.</p> <p>Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development.</p> <p>Team members hold an average of two to five certifications, such as, but not limited, to:</p> <ul style="list-style-type: none"> • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. <p>SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing".</p> <p>Please see attachment titled "SHI Technical Certifications."</p>
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	<p>SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies.</p> <p>Our support services include:</p> <ul style="list-style-type: none"> • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate

Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:

- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize

SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:

- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize

SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:

- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage

SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	<p>No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment.</p> <p>With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration.</p> <p>Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.</p>
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Table 17A: Category 3 - 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
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	<p>Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications:</p> <ul style="list-style-type: none"> • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling <p>SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications:</p> <ul style="list-style-type: none"> • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 <p>Departments in the scope:</p> <ul style="list-style-type: none"> • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing <p>As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products.</p> <p>SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.</p>
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	<p>SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- [Marketing Plan/Samples](#) - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- [WMBE/MBE/SBE or Related Certificates](#) - SHI Response- Sourcewell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- [Requested Exceptions](#) - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- [Upload Additional Document](#) - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- [Pricing - Category 1](#) - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maya Lynch, Proposal Specialist, SHI International Corp.

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_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	<input checked="" type="checkbox"/>	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	<input checked="" type="checkbox"/>	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	<input checked="" type="checkbox"/>	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	<input checked="" type="checkbox"/>	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	<input checked="" type="checkbox"/>	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 121923-SHI**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: <https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector>. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

SHI International Corp.

Signed by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:

By: _____
EA418E789F09404...
Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:00 PM CST

Date: 11/7/2024 | 1:38 PM EST



Consent Agenda Item No. 7.E.

For City Council: December 15, 2025

Ward Impacted: Ward 6

Subject: Consideration and Action on a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for Engineering Services for the North Main Street Streetscape Project, in the Amount Not to Exceed \$74,400, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2a. Better quality roads and sidewalks

Goal 6. Prosperous Downtown Bloomington

Objective 6a. More beautiful, clean Downtown area

Background: If approved, the City will enter into an agreement with Crawford, Murphy & Tilly, Inc. ("CMT") for professional services and engineering oversight for the North Main Street Streetscape project. A detailed scope of services is provided in the attached agreement.

From the start of construction, staff have provided in-house construction administration with assistance from CMT. The contract with CMT provided support for structural engineering design, shop drawing review, requests for information, and requests for changes during construction. Due to staff turnover, the Department does not have the ability to continue construction administration services for this project in-house. The proposed agreement will continue the level of service previously provided in-house, with CMT providing:

- Periodic coordination with City field construction staff.
- Periodic site visits to observe construction.
- Responses to contractor questions, requests for clarification, and requests for information.
- Monthly contractor pay request processing.
- Other advice to the Department as necessary.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an agreement with Crawford, Murphy & Tilly, Inc., for Engineering Services for the North Main Street Streetscape Project, in the Amount Not to Exceed \$74,400. These services are not budgeted. Engineering is recommending a split with \$24,800 each being sourced from the Engineering Administration-

Engineering Services account (10016210-70050), Sanitary Sewer-Engineering Services account (51101100-70050), and Storm Water-Engineering Services account (53101100-70050). Stakeholders can locate this in the FY 2026 Budget Books titled "Budget Overview & General Fund" on page 308 for the Engineering portion and "Other Funds & Capital Improvement" on pages 153 and 159 for the Sanitary Sewer and Storm Water Fund portions.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR ENGINEERING SERVICES FOR THE NORTH MAIN STREET STREETScape PROJECT, IN THE AMOUNT NOT TO EXCEED \$74,400

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Crawford, Murphy & Tilly, Inc. (“CMT”), for the North Main Street Streetscape Project (Exhibit A), in the amount of \$74,400 (“PROJECT”); and

WHEREAS, from the start of construction, staff have provided in-house construction administration with assistance from CMT; and

WHEREAS, due to staff turnover, the Department does not have the ability to continue construction administration services for this project in-house; and

WHEREAS, the proposed agreement will continue the level of service previously provided in-house, with CMT providing additional services; and

WHEREAS, CMT will provide periodic coordination with City field construction staff; periodic site visits to observe construction; responses to contractor questions, requests for clarification, and requests for information; monthly contractor pay request processing; and other advice to the Department as necessary; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED 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 Manager, or designated representatives, are authorized to execute the Agreement, and any other documents necessary to complete this transaction.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Crawford, Murphy & Tilly, Inc. +

FOR

North Main Construction Administration Services +

THIS AGREEMENT, dated this ___ day of ___ December + 202 5, is between the City of Bloomington, IL (hereinafter "CITY") and Crawford, Murphy & Tilly, Inc. + (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 not subject to a formal solicitation process by the CITY.

This Agreement was subject to the following procurement initiative by the CITY: _____ (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 does not require the furnishment of any bonds by the VENDOR.

- 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 solely from the 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 is not for a "Public Work" and therefore Prevailing Wage does not apply.



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:

Crawford, Murphy & Till
Attn: Christopher J.
2750 W. Washington St.
Springfield, IL 62702
cstritzel@cmtengr.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: 
Its VICE-PRESIDENT

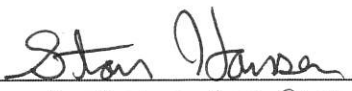
By: 
Its SENIOR VICE-PRESIDENT

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

"CMT Proposal - N Main Construction Administration Services", Attached as Exhibit D.

The North Main Street Project will consist of the complete reconstruction of Main Street from the north side of the intersection with Jefferson Street northwards, all the way to and including the "North Main Plaza" area between Locust Street & Mulberry Street.

Generally, the professional services in this proposal are Additional Engineering Services to supplement construction administration by City staff with tasks such as periodic coordination with City of Bloomington field-construction staff, periodic site visits to observe construction, respond to contractor questions/RFCs/RFIs, process monthly contractor pay requests, and advise the City Engineering Department as necessary. A detailed Scope of Services is provided in the attached proposal as referenced above.

EXHIBIT B
COSTS/FEES

1. The total compensation to VENDOR authorized by this AGREEMENT is not to exceed \$74,400.
2. The VENDOR shall submit all invoices, based on the VENDOR's progress reports, to the CITY no more than once a month for partial payment on account for the VENDOR'S work to date. Such invoices shall represent the value, to the CITY of the partially completed work, based on the sum of the actual costs incurred, plus a percentage of the fixed fee for the fully completed work.
2. The CITY agrees to pay the VENDOR:
 - (a) For progressive payments - Upon receipt of monthly invoices from the VENDOR and the approval thereof by the CITY, monthly payments for the work performed shall be due and payable to the VENDOR, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the VENDOR.
 - (b) Final payments - Upon approval of the work by the CITY but not later than 60 days after the work is completed and reports have been made and accepted by the CITY a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments paid to the VENDOR shall be due and payable to the VENDOR.
3. The CITY agrees to pay the VENDOR as compensation for all services rendered in the accordance with the AGREEMENT on the basis of the following compensation method:

Method of Compensation: Cost plus Total Compensation = $DL+OH(DL)+FF+DC$

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL

FF is Fixed Fee

4. The CITY may suspend work on the project. If this AGREEMENT is suspended by the CITY for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT the VENDOR shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the CITY shall compensate the VENDOR for, expenses incurred as a result of the suspension and resumption of its services, and the VENDOR's schedule and fees for the remainder of the project shall be equitably adjusted.



Consent Agenda Item No. 7.F.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the Use of the City of Bloomington Police Shooting Range Facility, as requested by the Police Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen miles east of Bloomington on Route 9. An intergovernmental agreement ("IGA") was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current IGA expires on December 31, 2025. A new agreement is proposed. The rate for the Town of Normal is \$8,221.98 and represents payment for use from January 1, 2026, to December 31, 2026. This is a one-year agreement. The Town of Normal's Town Council approved the agreement in November 2025.

Community Groups/Interested Persons Contacted: Town of Normal

Financial Impact: If approved, the Town of Normal will pay \$8,221.98 for the use of the Police Range in calendar year 2026. The revenue will be recorded under the Police Department-Town of Normal account (10015110-53350). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 228.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE TOWN OF NORMAL FOR THE USE OF THE CITY OF BLOOMINGTON POLICE SHOOTING RANGE FACILITY

WHEREAS, subject to the provisions of the City Code, staff are recommending approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the Use of the City of Bloomington Police Shooting Range Facility; and

WHEREAS, the Town of Normal would pay the City of Bloomington for said use of the facility in the amount of \$8,221.98 for the calendar year 2026 (“Exhibit A”); and

WHEREAS, under Article 7. Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington (“City”) and the Town of Normal (“Town”) are home rule municipalities under Article 7, Section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City and the Town desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Intergovernmental Agreement.

NOW THEREFORE, BE IT RESOLVED 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 Manager, or designated representatives, are authorized to execute the Intergovernmental Agreement and any other documents necessary to complete this transaction.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The Town of Normal.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a \$1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2026. This fee shall be paid on January 1st of 2026 and shall represent payment for use from January 1, 2026, until December 31, 2026. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2026, and terminating on December 31, 2026. First payment is due January 1, 2026.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

TOWN OF NORMAL

By: _____
Mayor

ATTEST: _____
Normal Town Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk



Consent Agenda Item No. 7.G.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Authorizing (1) Waiving the Technical Bidding Requirements; and (2) Approving an Agreement with InfoSend, Inc., for the Professional Consultant Services for Print, Mail, and Materials for Utility Billing Services in Fiscal Years 2026-2031, as requested by the Finance Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The City has been utilizing InfoSend for utility billing printing and mailing since 2021. InfoSend has provided accurate and responsive service to the City during this time. The current agreement with InfoSend ends on January 13, 2026. The City is proposing to extend the relationship by utilizing the City of Moline's RFP which allows for municipalities in Illinois to "piggy-back" and utilize Moline's awarded vendor and pricing. Moline utilizes and follows all formal solicitation procedures, policies and applicable laws. The recommended extension would be for an agreement that includes a four-month bridge from January 2026 to April 2026 (to align the agreement with the City's fiscal year), then a three-year term, with an additional two optional years.

The City currently produces approximately 32,000 utility bills per month. Of those, approximately 23,000 are physically printed and mailed. InfoSend is a market leader for utilities and government agencies related to these services. It has approximately 450 municipal utility, water district and government agency clients. Additionally, InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS; with locations in California, Illinois and Texas.

Finance recommends the approval of this agreement due to the exceptional service, knowledge of the City's billing and financial practices as well as InfoSend's dependability related to such a crucial function.

InfoSend's Data Processing, Print, and Mail Services include:

- **Cloud Based Data Processing:** data processing of raw data and print files is done within an InfoSend data center.
- **High Speed Digital Printing:** print statements, invoices, letters, postcards, notices, or other various documents using laser or inkjet technology: black, grayscale, black plus one or more spot colors, and full-color printing are all supported.
- **USPS Compliance and Automation:** USPS compliant postal presorting is used to drive postage to the lowest available rates, leveraging the Full-Service Intelligent Mail

Barcode (IMB) workflow.

- **Fast Service Level Agreements (SLA):** quick turn-around of document folding, inserting, presorting, and delivery to the USPS, with next business day job completion.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will execute a three-year Cooperative Purchase Agreement for utility billing printing and postage services, with two additional optional years. This agreement has been realigned to match the City's Fiscal Year (4-month bridge). The City's utility billing print services and postage are paid from the Billing-Printing and Binding account (10011530-70611) and the Billing-Postage account (10011530-71017). For FY 2026, \$35,000 was budgeted for Printing and Binding and \$110,000 for Postage. The approximate amounts for the three-year agreement and two optional years are: FY 2027 Printing and Binding \$35,350 and Postage \$111,100; FY 2028 Printing and Binding \$35,703.50 and Postage \$112,211; FY 2029 Printing and Binding \$36,060.54 and Postage \$113,333; FY 2030 Printing and Binding \$36,421.15 and Postage \$114,466.33; and FY 2031 Printing and Binding \$36,785.36 and Postage \$115,610.99. Stakeholders can locate information on these accounts in the FY 2026 budget book titled "Budget Overview & General Fund" on page 156.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. City of Moline RFP

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING (1) WAIVING THE TECHNICAL BIDDING REQUIREMENTS; AND (2) APPROVING AN AGREEMENT WITH INFOSEND, INC., FOR THE PROFESSIONAL CONSULTANT SERVICES FOR PRINT, MAIL, AND MATERIALS FOR UTILITY BILLING SERVICES IN FISCAL YEARS 2026-2031

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the technical bidding requirements and approving an agreement with InfoSend, Inc., for the professional consultant services for print, mail, and materials for utility billing services in Fiscal Years 2026-2031 (“Exhibit A”); and

WHEREAS, the City has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 403; and

WHEREAS, the City approved an Agreement with Automated Services Inc. (“AMS”) in December of 2018 as the City’s payment solution provider; and

WHEREAS, InfoSend, Inc. is the strategic partner of AMS, which provides the Utility Billing Services; and

WHEREAS, Staff wishes to continue to utilize InfoSend, Inc. due to their familiarity with the City’s needs, and our billing and financial setup, and have provided accurate billing services and always been responsive; and

WHEREAS, City staff recommends approving a four-month bridge for January – May in FY 2026 so that the future years are aligned with the City’s fiscal year; and

Whereas, the start of the three-year agreement with two optional renewal years based upon the Finance Director’s approval would begin on May 1st, 2026; and

WHEREAS, City staff estimates the cost (printing and postage) of each of these fiscal years at the approximate amounts below but may increase these amounts during the fiscal years due to rising costs of postage and volume: The remaining four months for FY 2026 - \$48,334, FY 2027 - \$146,450, FY 2028 - \$147,915, FY 2029 - \$149,394, FY 2030 - \$150,887, and FY 2031 - \$152,396; and

WHEREAS, the detailed line-item expenses are included in Exhibit A in the agreement; and

WHEREAS, City staff request the formal bidding process be waived, and the Agreement be approved by Council; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements for the purchase and to approve the Agreement.

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. That the formal bidding requirements are waived.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other documents necessary to complete this transaction.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement (“Agreement”) is entered into by and between InfoSend, Inc. having its main office at 4240 E. La Palma Ave, Anaheim, California 92807 (“InfoSend”) and the City of Bloomington, IL, having its main office 109 E. Olive Street, Bloomington IL 61701 (“Client”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

RECITALS

WHEREAS, on August 27, 2024, the City of Moline, an Illinois entity, entered into an Agreement for Professional Consultant Services with InfoSend for Print, Mail, and Materials for Utility Billing and Customer Outreach (“Contract”); and

WHEREAS, pursuant to the Client’s procurement policy, the Client is authorized to utilize cooperative bidding contracting to utilize contracts awarded by other public agencies when it is in the Client’s best interest to do so; and

WHEREAS, Section 12.8 of the Contract entered into between InfoSend and the City of Moline, IL allows such cooperative agreements (“piggybacking”); and

WHEREAS, the Client desires to enter into a cooperative purchase agreement with InfoSend for Printing and Mailing of Utility Bills according to the same terms and conditions set forth in the Contract between InfoSend and the City of Moline, IL, with the exception of all eBusiness services referenced, and pricing considerations and a required postage deposit reflected in Appendix A, below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are a part of this Agreement.
2. Effective Date. The “Effective Date” shall be the date upon which this Agreement is fully executed by all parties.
3. Term. The initial term of this Agreement shall commence on January 13, 2026 when the prior agreement ends and go through April 30, 2026 so the contract aligns with the City of Bloomington's fiscal year. The subsequent initial terms will commence on May 1, 2026 and continue for a period of three (3) years until April 30, 2029. This Agreement will automatically renew for two (2) successive one (1) year periods (“Renewal Terms”) unless either Client or InfoSend provides the other party with at least sixty (60) days’ written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.
4. Incorporation by Reference. The Agreement For Professional Services Between the City of Moline, IL, signed and dated August 27, 2024, titled “InfoSend Master Service Agreement.”, consisting of fifteen (15) pages and all documents incorporated by reference therein, and InfoSend’s pricing considerations in Appendix A, are hereby incorporated by reference and made a part of this Agreement.

City of Bloomington, IL

InfoSend, Inc.

Name: _____
 Title: _____
 Signature: _____
 Date: _____

Name: Roxana Weil
 Title: EVP
 Signature: *Roxana Weil*
 Date: 11/13/2025

APPENDIX A – PRICING REVISION

Due to the City of Moline, IL , having a Higher monthly volume than the City of Bloomington, IL , pricing is given in the fees below.

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types: One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects an estimated volume of 15,000 documents a month, with an approximate 2 billing runs per month.	\$0.129 per single page mail piece

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above (shaded green) as well as additional and optional pricing. Pricing is based on "Client Volume Assumptions" listed above and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	WAIVED
Setup Fee – Data Only Input Files	WAIVED
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.018

Printing and Mailing Service	
All Document Types Printing and Mailing Fee per Page with current Ink coverage	\$0.047
USPS Postage – A postage deposit will be required prior to starting service	Pass-through
Inline Insert Print Fee* (Paper stock pricing below in Materials section)	\$0.043 Black printing \$0.053 Color printing
Batch Fee (per mailing batch under (200 mail pieces)	WAIVED
Excess Pages Handwork Surcharge (per mail piece)	\$0.377
Address Updates – per "hit" (address that get updated)	\$0.323 NCOA or \$0.323 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.016
Standard Double Window Outgoing #10 Envelope	\$0.025
Standard Single Window Return #9 Envelope	\$0.023
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.19

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee - Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.	\$0.01 per insert
Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case-by-case basis to determine if additional fees will apply for setup and handling.	

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.011 - For 12 Months of Retention \$0.018 - For 24 Months of Retention \$0.022 - For 36 Months of Retention
Professional Services Rate (per hour)	\$150
Returned Mail Handling	\$0.323 per reported returned mail piece

The postage deposit amount referred to on page 12 of the contract for the City of Moline, IL does not apply. The City of Bloomington, IL's current postage deposit amount on file is:

\$23,160.00

This amount is subject to revisions described per Section 3.3, page 12 of the contract for the City of Moline, IL.

InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into on August 27, 2024 (the “**Effective Date**”) by and between City of Moline, Illinois, a municipal corporation, having its main office at 619 16th Street, Moline, IL 61265 (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or

customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive one (1) year periods ("Renewal Terms") unless either Client or InfoSend (i) provides the other party with at least thirty (30) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement; or (ii) terminates the Agreement under Section 5.2; or (iii) terminates the Agreement early without cause prior to the expiration of the term and pays the Discontinuance Fee provided in Section 5.4. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.2.5 Termination for Convenience

Notwithstanding any other provision hereof, the Client may terminate this Agreement at any time without cause upon 30 days prior written notice to InfoSend. In the event this Agreement is terminated in response to a price escalation as set forth in Exhibit B, Section 1, Client shall only be liable to pay InfoSend for the Scope of Primary Services and Professional Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Scope of Primary Services and Professional Services completed determined on the basis of the rates set forth in this Agreement. If the Agreement is terminated purely for convenience and without regard to a price escalation, then Client shall be responsible for the Discontinuance Fee set forth in Section 5.4.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client’s average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control (“Force Majeure Event”) such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer “hacker” attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend’s Services result in a rapid rise in financial loss to InfoSend if a Client’s accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend’s Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:

C/O (Department): Finance
Address: 619 16th St, Moline, 61265

To InfoSend:

C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-

proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

InfoSend shall deliver to the Client a certificate of insurance prior to commencing work under this Agreement and shall notify the Client promptly of any changes or lapses in coverage.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend's Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client's breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards. InfoSend will indemnify, save harmless, and defend Client against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with InfoSend's performance of, or failure to perform, the Scope of Primary Services, Professional Services, or any part thereof, or any failure to meet the representations and certifications set forth in this Agreement.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the insurance coverage specified in Section 10.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client

and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of Illinois without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement ("Piggybacking")

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government

agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend’s standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement’s terms in whole or in part to other agencies for any reason.

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend’s discretion.

Agreement is entered into by and between:

Client:

DocuSigned by:
 By: Carol Barnes
 Name: Carol Barnes
 Title: Finance Director
 Date: 8/28/2024

InfoSend:

DocuSigned by:
 By: Russ Reza
 Name: Russ Reza
 Title: President
 Date: 8/21/2024

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Moline, Illinois (“**Client**”). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input checked="" type="checkbox"/>	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Moline, Illinois (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days’ written notice to Client, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations
<p><u>Customers Contacted or Billed Monthly</u> -20,000 Statements -10,000 eBills</p> <p><u>Number of Batches Monthly</u> -Three (3)</p> <p><u>Existing Monthly Payment Counts</u> -Existing CC count by web: 7,700 -Existing ACH count by web: 70 -Existing IVR payments (if applicable): N/A</p> <p><u>Average Customer Payment Amount</u> -Average Payment amount: \$145.00 -Maximum Amount: N/A</p>

Section 3. DPPM Fees:

Document Production Summary	
<p>Statements & Notices – Standard Envelopes Package includes: Data processing, one printed page up to 2/2 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope</p>	<p>\$0.118 per document</p>

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on “Client Volume Assumptions” listed and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 (Waived during initial install)
Setup Fee – Data Only Input Files	\$0.00 (Waived during initial install)
Document Re-Design Fee	\$0.00 (Waived during initial install)
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service	
Statement and Notices - Printing & Mailing Fee with up to 2/2 Ink	\$0.050
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.050 for up to 2/2 printing \$0.055 for up to 4/4 printing
Inline Insert Print Fee*	\$0.050 Black printing \$0.055 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that gets updated)	\$0.30 NCOA \$0.30 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	
The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days’ written notice to Client.	

Materials	
Standard 8.5” x 11” Paper Stock (per sheet)	\$0.015
Standard Double Window Outgoing #10 Envelope	\$0.023
Standard Single Window Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.010
Inserting Fee	\$0.010 per insert
<p>Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.</p> <p>Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.</p>	

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.015 - For 18 Months of Retention \$0.020 - For 24 Months of Retention \$0.025 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	Option 1: \$0.009 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch. Option 2: \$0.015 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.
Professional Services Rate (per hour)	\$150.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee
Email bill statement to customers	\$0.05 each

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend’s Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client’s request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client’s payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

$20,000 \text{ mail pieces per month} \times \$0.545 \times 2 = \$21,800.00.$

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days’ written notice to Client.

Section 4. eBusiness Service Fees:

Multi-Channel Payments	
Bank Account (ACH)	\$0.75 per payment Client or Consumer Paid
Credit Card (CC)	2.85% Service Fee Consumer Paid

Above fees cover payment initiation through all channels hosted by InfoSend. All Payment Processing fees will be assessed by a registered ISO of TSYS and included in a merchant statement. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

InfoSend reserves the right to revise pricing at ANY time due to increase in average ticket amount, or if the credit card issuing companies raise interchange fees beyond what they are today. If the average payment processing fees for your customer base goes above 2.85% then the fee charged to your customers will need to be immediately increased.

InfoSend is not responsible for either of the above scenarios having to change due to credit card issuer rules and regulations. In this case, InfoSend will negotiate a new pricing configuration in good faith to ensure compliance with credit card rules and regulations.

Online BillPay Platform	
Online BillPay Setup Fee	Waived
Monthly Maintenance	\$250.00
Per eBill Loaded	\$0.02
Per Enrolled Customer Fee	\$0.05

IVR Platform (Optional)	
IVR Setup Fee	Waived
Second Language Recording Setup Fee (Optional)	\$550.00
Monthly Maintenance	\$250.00
IVR Per Call Fee	\$0.25

SMS Platform (Optional)	
SMS Setup Fee	Waived
Monthly Maintenance	Waived
SMS Per Text Fee	\$0.05

Misc. Payment Fees	
ACH Return Fee	\$3.50
Chargeback Fee	\$20.00
Monthly Minimum	\$0.00
In-Person Virtual Terminal Payments	Included (Must purchase device separately)

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** Waived during initial implementation
- **EBPP Setup Fee:** Waived during initial implementation

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Moline, Illinois (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$150.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.

City of Moline
Request for Proposals
Utility Billing - Printing and Mailing Services

INTRODUCTION

The City of Moline, Illinois (City) is seeking proposals from qualified vendors who are capable of providing monthly utility billing printing and mailing services for approximately 20,000 City customer accounts. The City utility bills include monthly charges relating to water, sewer, stormwater, recycling, solid waste disposal services and certain other fees charged as accounts are initiated or terminated.

The City manages its customer account information using Central Square's NaviLine enterprise software solution, which is hosted offsite. This software is used to generate the data files used for utility billing operations. The typical monthly billing process involves collecting water meter readings at the end of each month using Neptune meter data management software. Readings are pulled into NaviLine and bills are printed and mailed in three relatively equal sized sub-groups (zones) on the first (zone 1), second (zone 2) and third (zone 3) Wednesday of each month. Delinquent notices are not mailed. This schedule is subject to change at the City's sole election and the Vendor must be capable of adapting to such changes and implementing within one (1) billing cycle of receiving notification of a desired change from the City.

SCOPE OF WORK

The successful Vendor must have the capability to perform all services required to print and mail an estimated 20,000 routine utility bills each month. These services include, but are not limited to, printing, folding, sorting, inserting, sealing, validating, preparing, transporting, and mailing. Vendor will receive electronic data files from the City and will process this data to generate printed City utility bills. The City will review these data files for completeness and accuracy prior to transmission to the successful Vendor. All associated services must be performed by the Vendor "in-house" at the Vendor's production facility. It is unacceptable for the Vendor to subcontract any of these services.

The Vendor will be required to work with the City to establish new bill, and bill backer, templates that will be used for the utility billing operations. The Vendor will be required to sort and insert multiple bills that are addressed to same property owner into a common envelope. The vendor will be required to suppress return envelope stuffing for accounts designated as 'auto pay' or 'bank draft'. The Vendor will be required to print supplemental messages, codes and other information on the bills, notices and envelopes at the City's direction. The Vendor may periodically be required to insert supplemental documents into the mailings at the City's request. The Vendor will be required to suppress printing and mailing certain bills based on coding that identifies the customer or a particular bill or document as being subject to 'e-notification' and in such cases must instead produce an identical electronic copy and email the same to the customer using 'Moline' as an identifier in the sender name.

Moline has placed considerable effort into customer address control using USPS standards and 9 digit zip codes. Because of this, the City expects the Vendor to identify and use lowest cost postage alternative for each item mailed based upon size, weight, zip code and other pertinent considerations. The Vendor must deliver printed and sorted bills to the nearest US post office no later than one (1)

business day after the City transmits the data files. The Vendor’s proposal must identify the anticipated time required for delivery to addresses bearing a 61265 zip code. The City expectation is that customers will receive mailings within three or four calendar days after data is submitted to Vendor.

Vendors’ proposals must include unit costs for the estimated quantities of envelopes and paper stock indicated below. The City will determine whether to procure these supplies from the Vendor or from an alternate source after its review of submitted proposals. The successful Vendor must be capable of adapting to either potential source of envelopes and paper stock.

PROPOSAL REQUIREMENTS

Vendor proposals must include the following components:

- **Cover Letter** – summarizing the Vendor’s interest, commitment, unique qualifications and identifying key individuals that would be assigned to the project.
- **Vendor Profile** – detailing the Vendor’s experience, facilities, staffing, equipment, technology and other pertinent information that demonstrates the Vendor’s capability to provide high quality reliable services.
- **Disaster Recovery Plan** – summarizing the Vendor’s contingency plans to ensure contract work continues in the event the Vendor’s primary facility becomes inoperable.
- **References** – identifying at least five (5) references (municipal and/or utility references preferred) for whom the Vendor has provided a similar scope of services as those identified in this RFP. Include agency name and address, scope of services, and contact information.
- **Certification of Firm’s Commitment to Non-Discrimination** – the City of Moline is an Equal Opportunity Employer and does not discriminate against any persons on the basis of race, creed, color, age, sexual orientation, gender, ethnic background or national origin.
- **Services Cost Proposal** – the Vendor must provide a comprehensive cost proposal that covers all costs associated with the printing and mailing services identified in this RFP, using the following schedule of estimated quantities:

Quantity	UOM	Description	Unit Price	Extended Price
20,000	Piece	Utility bill print and mail services	\$	\$
20,000	1,000	#10 window envelope - double window or single window with City logo and return address in PMS 300 blue.	\$	\$
20,000	1,000	#9 return envelope with fully glued flap – single window or City PO box address in black.	\$	\$
20,000	piece	Insert City provided sheet (variable size and frequency)	\$	\$
10,000	message	Emailed e-notifications	\$	\$
1		Initial set-up, design, programming charges	\$	\$

- **Postage Cost Control Proposal** – The Vendor must provide a detailed proposal of the postage cost control strategy it would employ. This proposal must identify the postage rates associated with various types of mailing based upon size and zip code under the current postal rate structure, the procedures that would be followed to adapt to any subsequent changes in the postal rate structure, and any set-up costs and/or annual fees associated with postage strategy.

PROPOSAL SUBMISSION

- All sealed proposals must be submitted to the below address no later than 3:00 p.m. CST time on Monday, July 8, 2024. Proposals received after the stated date and time will not be considered.

Deliver to: City Clerk
Moline City Hall
619 16th Street
Moline, IL 61265

- The outer envelope in which the proposals are tendered must be marked “Utility Billing – Printing and Mailing Services Proposal”.
- Original and two (2) copies of the sealed proposal are required and will not be opened until after the final submission date and hour noted above.

COMPLIANCE WITH LAWS

- a. All services and any qualifying firm shall comply with all federal and state laws, county and municipal codes, ordinances, rules and regulations that in any manner affect the services to be provided or the operations of the firm, including, but not limited to, all laws governing employment.
- b. A qualifying firm shall certify that it shall not discriminate against any worker, job applicant, employee, or member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, and shall not otherwise commit any unfair employment practice, and that it shall comply with all requirements of the Illinois Human Rights Act, as amended (775 ILCS 5/101, *et. seq.*), and all rules and regulations of the Illinois Department of Human Rights and the Equal Opportunity Commission.
- c. A qualifying firm shall further certify that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500/1-1, *et. seq.*); and further certifies that it has not been barred from contracting with a unit of State of local government as a result of any violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3, 33E-4).
- d. A qualifying firm shall also certify that its workplace complies with the Drug Free Workplace Environment Act (30 ILCS 580/1, *et. seq.*), and that it provides a written program for prevention of substance abuse among employees and testing of employees

for substance abuse, in accordance with the Substance Abuse Prevention Act (820 ILCS 265/1, *et. seq.*).

- e. A qualifying firm shall have the ability to obtain all necessary licenses, permits and approvals, whenever applicable.

INSURANCE AND INDEMNIFICATION

- a. To the fullest extent permitted by law, the qualifying firm shall, if awarded a contract with the City, agree to indemnify and hold harmless the City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the firm or anyone directly or indirectly engaged by the firm or anyone for whose acts it may be liable, except to the extent it is caused in whole or in material part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. A qualifying firm shall similarly agree to protect, indemnify and hold and save harmless the City, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable legal fees incurred by reason of such firm's breach of any of its obligations under, or in default of, any provision of any contract entered into by consultant or its sub-consultants with the City for such services.
 - i. Commercial General and Umbrella Liability Insurance (CGL): CGL shall be provided and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the occurrence limit. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

The City, its officers, agents, employees and volunteers shall be named as additional insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary, non-contributory insurance with respect to any other insurance or self-insurance afforded to the City.

- ii. Workers Compensation Insurance: Worker's compensation and employers' liability insurance shall be provided as statutorily required items.

EVALUATION AND SELECTION CRITERIA

Proposals will be evaluated by a selection committee composed of City staff, which will subsequently present its recommendation to the Moline City Council. The recommendation for the successful Vendor will be based on the following:

- Vendor's experience, capacity and capability to provide the required printing and mailing services in a professional, timely, reliable and secure manner.
- Vendor's understanding of the City's technical requirements and demonstrated ability to meet or exceed the same.
- The cost of providing the required printing and mailing services.
- Ability to meet the anticipated project schedule and interact productively with City staff and Central Square representatives, as required.
- Information obtained through reference checks.
- Proximity of Vendor's production facility to the City, insofar as this factor reduces mailing time.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted. The City of Moline reserves the right without prejudice to reject any or all proposals.

ANTICIPATED PROJECT SCHEDULE

6/10/24 – RFP issuance

7/08/24 – Proposal due date

7/23/24 – Staff recommendation presented to City Council

7/24/24 – Contract execution

August – October 2024 – set-up, design and testing

November 2024 – Full scale implementation of billing printing and mailing services

QUESTIONS

Please direct questions or concerns related to this RFP to:

Janine Hollembaek Parr

Utility Billing & Customer Service Manager

Phone (309) 524-2382

Email: jparr@moline.il.us

In the event any addenda are issued, they will be mailed or delivered to all who are known by the issuing office to have received a complete set of proposal documents. Copies of addenda will also be made available for inspection wherever proposal documents are on file for that purpose. No addenda will be issued later than two business days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.



Consent Agenda Item No. 7.H.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: **AMENDED:** Consideration and Action on a Resolution Approving a Tyler MUNIS Software as a Service Agreement with Tyler Technologies, for Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, Cloud-Hosted Systems and Storage, in the Amount of **\$381,608.41**, as requested by the Information Technology Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The City of Bloomington has utilized the Tyler Technologies MUNIS Enterprise Resource Planning ("ERP") system since 2010. This platform supports essential operations across all City departments by streamlining and automating a wide range of service-related processes.

In 2022, the City entered into a new agreement with Tyler Technologies to migrate the MUNIS ERP system to Tyler's Software-as-a-Service ("SaaS") Cloud environment. This transition enhanced system reliability, security, and scalability while reducing the City's on-premises infrastructure footprint. The agreement includes hosting, backup, disaster recovery, technical support, and ongoing software updates - ensuring the continuity of critical City services.

Key Modules Covered Under This Agreement:

- Human Resources Management
- Payroll
- General Ledger
- Accounts Payable
- Accounts Receivable
- Budget
- General Billing
- Treasury Management
- Tyler Payments
- Tyler Content Manager
- Business Licenses
- Fixed Assets
- Utility Billing
- Tyler Incident Management
- Business & Vendor Self Service
- Citizen Self Service

- Employee Self Service

The three-year SaaS migration agreement was approved by the City Council on October 24, 2022. Subsequent annual renewals were approved on December 11, 2023 (Year Two) and January 13, 2025 (Year Three, completing the original term). As the City moves beyond the initial agreement period, this item seeks approval for the Year Four renewal. Staff recommend continuing with Tyler Technologies under a limited source justification, based on the City's significant capital investment in the SaaS migration and the critical need to maintain uninterrupted access to essential services provided by the MUNIS system.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will renew a service agreement for Tyler MUNIS Software with Tyler Technologies, in the amount of \$381,608.41. Funds are included in the FY 2026 Budget under the Information Technology- Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 161.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Invoice
3. Tyler ERP LSJF FY26

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE ANNUAL RENEWAL OF TYLER MUNIS ERP, FROM TYLER TECHNOLOGIES, IN THE AMOUNT OF \$381,608.41

WHEREAS, subject to the provisions of the City Code, City staff are recommending the annual renewal of Tyler Munis ERP ("Renewal"), from Tyler Technologies, in the amount of \$381,608.41; and

WHEREAS, the detailed Invoice is attached (Exhibit A); and

WHEREAS, the City of Bloomington has utilized the Tyler Technologies MUNIS Enterprise Resource Planning ("ERP") system since 2010. This platform supports essential operations across all City departments by streamlining and automating a wide range of service-related processes; and

WHEREAS, the Renewal consists of an annual renewal of the platform, hosting, backup, and disaster recovery services and support; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Renewal.

NOW THEREFORE, BE IT RESOLVED 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 Manager, or designated representatives, are authorized to execute the Renewal, and any other documents necessary to complete this transaction.

PASSED this 15th of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions:
 Phone: 1-800-772-2260 Press 2
 Email: ar@tylertech.com

INVOICE

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Bill To: BLOOMINGTON, IL
 115 EAST WASHINGTON STREET
 BLOOMINGTON, IL 61701

Delivery To: BLOOMINGTON, IL
 115 EAST WASHINGTON STREET
 BLOOMINGTON, IL 61701

Cust # 41401	Bill to Address ID LOC000043392	Delivery Address ID LOC000043392	Currency USD	Terms Net45	Due Date 12/16/2025
Cust PO#	Sales Order SBI1000-000000647		Billing Schedule 200-2022M2K8L8		

Contract Date	Description	Quantity	Unit Price	Extended Price
12/14/23	Payments PCI Service Fee (Per Device) 12/01/2025 - 11/30/2026	1	\$180.00	\$180.00
11/01/22	Cashiering 12/01/2025 - 11/30/2026	1	\$15,766.80	\$15,766.80
11/01/22	Tyler Reporting Services (Microsoft SQL Server) 12/01/2025 - 11/30/2026	1	\$10,538.85	\$10,538.85
11/01/22	Capital Assets 12/01/2025 - 11/30/2026	1	\$12,163.20	\$12,163.20
11/01/22	Business Licenses 12/01/2025 - 11/30/2026	1	\$7,300.65	\$7,300.65
11/01/22	Project & Grant Accounting 12/01/2025 - 11/30/2026	1	\$9,146.55	\$9,146.55
11/01/22	Cash Management 12/01/2025 - 11/30/2026	1	\$8,545.95	\$8,545.95
11/01/22	Enterprise Service Requests 12/01/2025 - 11/30/2026	1	\$10,491.60	\$10,491.60
11/01/22	Purchase Orders 12/01/2025 - 11/30/2026	1	\$12,064.50	\$12,064.50
11/01/22	Tyler Forms Processing 12/01/2025 - 11/30/2026	1	\$6,765.15	\$6,765.15
11/01/22	GIS Site License 12/01/2025 - 11/30/2026	1	\$8,129.10	\$8,129.10
11/01/22	Concurrent Users 12/01/2025 - 11/30/2026	55	\$1,050.00	\$57,750.00
11/01/22	Permits & Code Enforcement 12/01/2025 - 11/30/2026	1	\$20,921.25	\$20,921.25
11/01/22	Standard Fuel Interface 12/01/2025 - 11/30/2026	1	\$1,912.05	\$1,912.05
11/01/22	Accounting 12/01/2025 - 11/30/2026	1	\$40,213.95	\$40,213.95
11/01/22	Requisitions 12/01/2025 - 11/30/2026	1	\$8,545.95	\$8,545.95



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

INVOICE

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Questions:
 Phone: 1-800-772-2260 Press 2
 Email: ar@tylertech.com

Contract Date	Description	Quantity	Unit Price	Extended Price
11/01/22	Enterprise ERP Office 12/01/2025 - 11/30/2026	1	\$8,129.10	\$8,129.10
11/01/22	Accounts Receivable 12/01/2025 - 11/30/2026	1	\$10,839.15	\$10,839.15
11/01/22	Work Orders, Fleet & Facilities Management 12/01/2025 - 11/30/2026	1	\$15,204.00	\$15,204.00
11/01/22	eProcurement 12/01/2025 - 11/30/2026	1	\$8,375.85	\$8,375.85
11/01/22	Inventory 12/01/2025 - 11/30/2026	1	\$12,163.20	\$12,163.20
11/01/22	Payroll w/ESS 12/01/2025 - 11/30/2026	1	\$11,857.65	\$11,857.65
11/01/22	General Billing 12/01/2025 - 11/30/2026	1	\$5,425.35	\$5,425.35
11/01/22	Utility Billing Meter Interface 12/01/2025 - 11/30/2026	1	\$6,503.70	\$6,503.70
11/01/22	Role Tailored Dashboard 12/01/2025 - 11/30/2026	1	\$8,129.10	\$8,129.10
11/01/22	Utility Billing CIS 12/01/2025 - 11/30/2026	1	\$21,896.70	\$21,896.70
01/27/25	Employee Expense Reimbursement - Subscription 12/01/2025 - 11/30/2026	1	\$9,225.30	\$9,225.30
12/14/23	Resident Access Migration 12/01/2025 - 11/30/2026	1	\$11,381.11	\$11,381.11
11/01/22	HR Management 12/01/2025 - 11/30/2026	1	\$7,261.80	\$7,261.80
11/01/22	Content Manager Core 12/01/2025 - 11/30/2026	1	\$14,780.85	\$14,780.85

ATTENTION Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.	Subtotal	\$ 381,608.41
	Sales Tax	\$0.00
	Total	\$ 381,608.41

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & 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 & #: 2002 Tyler Technologies, Inc.	Amount: \$ 381,608.41	Date: 11/14/2025
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Description of item/services:
Annual software license maintenance and support covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system.

Justification:
In 2010, the City selected MUNIS, from Tyler Technologies as the Enterprise Resource Planning (ERP) platform and service. The ERP platform provides Financials, Payroll, Human Resources, Communication Development, Utility Billing and inventory functionality (among others) city-wide. As such, it is critical to keep software maintenance, support and updates active on the system. It is only possible to obtain this maintenance/support for MUNIS directly from Tyler Technologies.

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.

Craig McBeath	11/14/2025 2:24 PM CST
(Name & Signature of Department Director or Designee Approving)	Date

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo	11/14/2025 3:00 PM CST
(Name & Signature of Purchasing Agent or Designee)	Date



Consent Agenda Item No. 7.I.

For City Council: December 15, 2025

Ward Impacted: Ward 3
Ward 9

Subject: Consideration and Action on a Resolution Approving an Agreement with Lochmueller Group, Inc. for the Design of the Airport Road and Cornelius Drive Traffic Signal Improvements Project, in the Amount of \$92,000, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2a. Better quality roads and sidewalks

Goal 5. Great Place - Livable, Sustainable City

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

Background: If approved, the City will enter into an agreement with Lochmueller Group, Inc. ("Lochmueller") to complete the design of the Airport Road and Cornelius Drive Traffic Signal Improvements Project, which is budgeted in Fiscal Year ("FY") 2026. The project includes:

- Constructing new traffic signals with pedestrian accommodations at the intersection.
- Connecting the new traffic signals to the existing traffic signals to the north and south.
- Upgrading sidewalk ramps to meet current standards.
- Installing emergency vehicle preemption equipment.

Traffic signals have been warranted at this intersection for a number of years due to increasing traffic volumes on Airport Road and Cornelius Drive. Recent development on the east side of Airport Road has increased the need for these traffic signals to help vehicles safely and efficiently navigate this intersection. In addition, the inclusion of pedestrian signals and push buttons will help facilitate pedestrians crossing Airport Road between the residential subdivision to the west and the commercial areas and high school to the east.

The majority of funding for the overall project will be reimbursed by a \$600,000 grant from the Illinois Department of Commerce and Economic Opportunity that they awarded to the City in summer 2025. The funds for the design engineering contract will be reimbursed from these grant funds. While funds for design and construction are included in the FY 2026 budget, only the design engineering presented in this memo, totaling \$92,000 will be awarded in FY 2026 with the remaining costs of the project, including construction and construction engineering being re-budgeted to be included by Engineering in the FY 2027 Proposed Budget.

Through Request for Qualifications ("RFQ") #2025-32 (Resolution #2025-082), Council approved a list of pre-qualified vendors for Architectural, Engineering, and Professional Services. RFQ #2025-32 established 13 categories of professional services and identified

qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the 8 selected firms under the Transportation (Large) category, which is the key service for the project as described above, and determined Lochmueller to be the most qualified firm to do the work that best meets the City's needs. Based on Lochmueller's selection under RFQ #2025-32 and their experience with previous traffic signal design projects, Lochmueller was asked to submit a proposal for scope and fees associated with design of the Airport Road and Cornelius Drive Traffic Signal Improvements Project. The vendor chosen for this project utilized a qualifications-based selection process and, therefore, the City's local preference policy does not apply.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an Agreement for Professional Services with Lochmueller Group in the Amount of \$92,000. The cost will be paid from the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 84, 86, 228, 245, 276, and 277.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH LOCHMUELLER GROUP, INC. FOR THE DESIGN OF THE AIRPORT ROAD AND CORNELIUS DRIVE TRAFFIC SIGNAL IMPROVEMENTS PROJECT, IN THE AMOUNT OF \$92,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Lochmueller Group, Inc. be approved for the design of the Airport Road and Cornelius Drive Traffic Signal Improvements Project (“Exhibit A”), in the amount of \$92,000 (“PROJECT”); and

WHEREAS, Lochmueller Group, Inc. was chosen from the Architectural, Engineering, and Professional Services RFQ #2025-32 as the most qualified firm for this project due to their experience with traffic signal design; and

WHEREAS, the PROJECT consists of design services for the construction of new traffic signals at this intersection including the connection of this signal with adjacent intersections to the north and south. Also included is emergency vehicle preemption equipment and upgrading of sidewalk ramps to meet current ADA requirements; and

WHEREAS, construction of traffic signals at this intersection will improve the flow and safety of traffic and pedestrians; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED 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 Manager, or designated representatives, are authorized to execute the Agreement, and any other documents necessary to complete this transaction.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

FOR

THIS AGREEMENT, dated this ___ day of _____, 202__, is between the City of Bloomington, IL (hereinafter "CITY") and _____ (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 not subject to a formal solicitation process by the CITY.

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

_____ (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 does not require the furnishment of any bonds by the VENDOR.

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 solely from the 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.

to the extent caused by the negligent acts or omissions

infrastructure documentation and future maintenance work. The instruments of the Vendor's service shall not be modified or reused for any other construction project without the written authorization of the Vendor.

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 is not for a "Public Work" and therefore Prevailing Wage does not apply.

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:

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: Douglas J. Phatto
Its President

By: Joseph J. DeConverso
Its Contracts Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

Exhibit C: Location Map

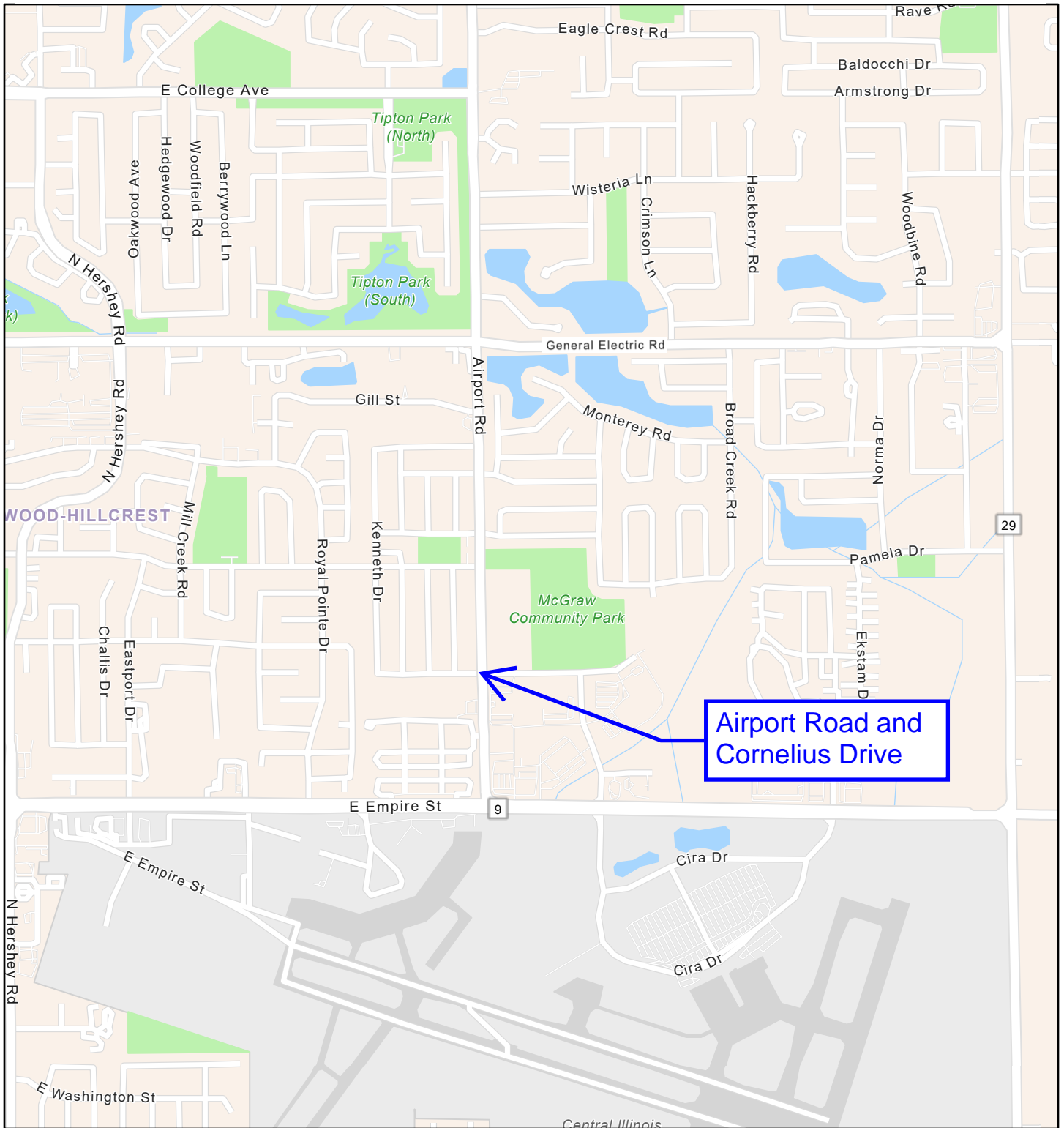


Exhibit D



PROPOSAL

FOR

Airport Road & Cornelius Drive

Traffic Signal and Interconnect Improvements

Phase II Design Services

City of Bloomington, Illinois



PREPARED BY: **Lochmueller Group, Inc.**
201 West Springfield Ave,
Suite 1012
Champaign, Illinois 61820

November 2025

For the purpose of this scope, the word “CONSULTANT” shall be in reference to Lochmueller Group, Inc. (Lochmueller) and/or their subconsultant Fehr Graham Engineering & Environmental (Fehr Graham). Scope to be performed by “Lochmueller” shall be understood to be Lochmueller Group, Inc. or their subconsultants, as appropriate. The City of Bloomington shall be referred to as “City”.

General Project Description:

Lochmueller has been tasked by the City to provide engineering design services pertaining to the installation of a new traffic signal at the intersection of Airport Road and Cornelius Drive, as well as improvements to install new fiber interconnect along Airport Road to ensure all signalized intersections between Illinois Route 9 (IL 9) (East Empire Street) and General Electric (GE) Road are connected. In addition to the aforementioned signal and interconnect improvements, all existing curb ramp facilities at the Airport Road and Cornelius Drive intersection would be reconstructed to ensure ADA compliance. Modifications to the existing pavement markings would also be incorporated to accommodate the proposed traffic signal and sidewalk/curb ramp improvements.

Miscellaneous Design Assumptions:

- 1) Installation of new traffic signal mast arms, posts, signal heads, pedestrian heads, Accessible Pedestrian Signal (APS) units, signs, controller cabinet assembly, electrical service/disconnect, concrete foundations, video detection system, and Emergency Vehicle Priority (EVP) system. It is our understanding that conduits under roadways and signal handholes within each quadrant have already been installed at the intersection of Airport Road and Cornelius Drive as a part of a previous project, and could be used in place during the design of the proposed traffic signal at this intersection.
- 2) Installation of new fiber interconnect cabling along Airport Road between IL 9 and GE Road (approximately 5,300 lineal feet). It is our understanding that conduits along the east side of Airport Road have already been installed between IL 9 and Gill Road as a part of a previous project, and could be used in place during design of the proposed fiber interconnect improvements. New conduits would be required between Gill Street and GE Road.
 - a. We further understand the City prefers that the aforementioned interconnect related improvements be presented in the plans and specifications as an Additive Alternate, so as to provide the City the flexibility to remove the interconnect related improvements from the final bid package, should expected costs associated with these improvements be cause for the allowable construction budget to be exceeded.
- 3) Implementation of traffic signal, pedestrian facilities, or pavement markings related improvements at any other intersection along Airport Road, other than those specifically denoted above, would not be included as a part of this project.
- 4) Implementation of intersection and/or street lighting improvements along Airport Road would not be included as a part of this project.

The following hours have been proposed assuming that this project will require approximately 8 months to complete, once formal Notice to Proceed is provided by the City. **(Total = Lochmueller – 461 hours)**

A more detailed description of Lochmueller's design assumptions, proposed hours, and associated estimated costs are shown below:

1.0 Administration/Project Management (Lochmueller – 10 hours = \$2,331.77)

- 1.1 Administration for this project includes monthly preparation of invoices and progress reports and review and approval of subconsultant invoices.
- 1.2 Project Management for this project will involve general oversight of the project by the designated Project Manager whereby he/she provides weekly direction to the design staff and subconsultant. This effort also includes maintenance of project files and updating the City on project status and coordination of design issues.

2.0 Agency/Utility Coordination (Lochmueller – 60 hours = \$12,016.76)

- 2.1 Lochmueller will coordinate with the City staff to verify project goals, equipment preferences and overall performance requirements for the proposed traffic signal improvements.
- 2.2 Lochmueller will coordinate with local utility companies to verify the installation of proposed traffic signal infrastructure and sidewalk/curb ramp improvements does not conflict with existing utility facilities.
 - 2.2.1 Lochmueller will initiate contact to provide plans for utilities with topographic surveyed information (if picked up via survey/JULIE locates) to mark up with known utilities in area.
 - 2.2.2 Lochmueller will also coordinate with local power company to verify preferred location of proposed power source and service disconnect.
- 2.3 Lochmueller will obtain and review existing signal plans from City staff, and perform a site visit to verify existing conditions.
- 2.4 Design of utility relocations, except for the storm sewer design necessary to accommodate the proposed sidewalk/curb ramp improvements, would be provided by the utility and therefore is not included in this scope of work.

3.0 Topographical Survey (Fehr Graham – LS fee = \$7,500.00)

- 3.1 Fehr Graham will provide a topographic survey of the intersection of Airport Road and Cornelius Drive. The limits of the survey will be approximately 150 north and south of Cornelius Drive, as well as 150 feet east and west of Airport Road. The survey will extend to approximately 10 feet beyond the existing Right-of-Way (ROW). Lochmueller will determine final construction limits and design the final location of proposed right-of-way (ROW) and easements for the project. Lochmueller will coordinate the preliminary ROW/easement design with the City.
- 3.2 Data Collection and Review

- 3.2.1 Obtain and review record plans, existing Right-of-Way (ROW), utility information, and as-built drawings to be provided by the City (if available).
- 3.3 Project Control
 - 3.3.1 Establish project control that will be included in the construction plans.
 - 3.3.2 Horizontal datum for this project will be a Modified State Plane Coordinate System 1983, as determined by using Real Time Kinematic (RTK) survey methods.
 - 3.3.3 Vertical datum for this project will be the NAVD88 Datum. Elevations will be established with the use of redundant GPS observations only.
- 3.4 Utility Survey
 - 3.4.1 Submit utility design stage locate requests through the JULIE One-Call system.
 - 3.4.2 Coordinate with representatives of member utilities and request mapping information, if available.
 - 3.4.3 Survey locations of marked lines and surface utility features.
 - 3.4.4 Review existing facility maps and incorporate record facility data with surveyed locations.
 - 3.4.5 Contracting with a private locating service is not included in this scope of work.
 - 3.4.6 All field surveyed linework for utilities shall have the particular utility's name associated with said linework denoted either in transmitted CAD information, or via transmitted notes with clear explanations as to ownership.
- 3.5 Topographic Survey
 - 3.5.1 Complete full topographic survey needed for the design at the project intersection.
 - 3.5.2 Ensure sidewalk elevation shots are obtained at all grade break and landing areas within existing curb ramp facilities, as well as 25 ft beyond existing upper landing areas, in each respective direction. It is preferred each "panel" construction joint is shot in the survey (this info is needed so that we have ample topo data for redesign of curb ramps to ensure ADA compliance).
 - 3.5.3 Survey to include not only surface inlet dimensions, but also invert elevations at all inlets/manholes within the survey limits, with pipe sizes and estimated direction from each inlet/manhole.
 - 3.5.4 Generate 2D base file and 3D surface model, using MicroStation Power Geopark in accordance with IDOT CAD standards.

4.0 Sidewalk/Curb Ramp and Pavement Marking Design (Lochmueller – 239 hours = \$42,683.37)

- 4.1 Lochmueller will coordinate with surveyor Fehr-Graham regarding collection of topographical survey data and information as described in Task 3, and review processed base files that will be prepared by Fehr-Graham and provided to Lochmueller.
- 4.2 Lochmueller will verify via Auto Turn geometric layout for proper placement of stop bars and crosswalks at the intersection.
- 4.3 60% Preliminary Plans Submittal
 - 4.3.1 Lochmueller will prepare a 60% Preliminary Plans deliverables package that would reflect the proposed sidewalk/curb ramp and pavement marking modifications, and submit to the City for review. It is anticipated the 60% Preliminary Plans set similar in nature with guidance from IDOT CADD plan guidelines, consisting of:
 - 4.3.1.1 Cover Sheet
 - 4.3.1.2 General Notes sheet, with General Notes, applicable IDOT Highway Standards, and any applicable Commitments
 - 4.3.1.3 Summary of Quantities sheet with preliminary listing of plan quantities. Up to 5 sheets (depending on Breakdowns and assuming up to 60 pay items)
 - 4.3.1.4 Removal plan sheet showing proposed curb, sidewalk, and striping removals. 1 sheet at 20 scale
 - 4.3.1.5 Plan sheet showing sidewalk/ramp/curb and pavement marking improvements. (Airport Road and Cornelius Drive intersection). 1 sheet at 20 scale
 - 4.3.1.6 Sidewalk and curb ramp Detail sheets, showing proposed dimensions and slopes for each curb ramp (Airport Road and Cornelius Drive intersection). 2 sheets at 5 scale
 - 4.3.2 Lochmueller will participate in a meeting with City staff to discuss any questions or comments related to the City's review of the 60% Preliminary Plans deliverable package.
- 4.4 90% Pre-Final Plans, Specifications and Estimates (PS&E) Submittal
 - 4.4.1 Lochmueller will revise the 60% Preliminary Plans deliverable package based upon feedback received during the review meeting with City staff noted in Task 4.3.2.

- 4.4.2 Lochmueller will prepare a 90% Pre-Final Plans, Specifications, and Estimates (PS&E) deliverables package that would reflect the proposed sidewalk/curb ramp and pavement marking modifications, and submit to the City for review. It is anticipated the proposed sidewalk/curb ramp and pavement marking plan set would consist of 60% preliminary set with:
 - 4.4.2.1 SOQ with quantities.
 - 4.4.2.2 Quantities/ Schedule of Quantities. Assume up to 30 roadway quantities and up to 3 sheets.
 - 4.4.2.3 Alignment, Ties, and Benchmarks sheet. Up to 2 sheets.
- 4.4.3 Lochmueller will prepare project specifications, special provisions and cost estimate for construction items related to the proposed sidewalk/curb ramp and pavement marking modification work.
- 4.4.4 Lochmueller will participate in a meeting with City staff to discuss any questions or comments related to the City's review of the 90% Pre-Final PS&E deliverable package.
- 4.5 100% Final Plans, Specifications and Estimates (PS&E) Submittal
 - 4.5.1 Lochmueller will revise the 90% Pre-Final PS&E deliverable package based upon feedback received during the review meeting with City staff noted in Task 4.4.4, and then submit as 100% Final PS&E deliverable package to the City for approval and bidding.
- 4.6 QA/QC
 - 4.6.1 Lochmueller will provide a two-tier quality control system for written and graphic material that includes (1) peer review, and (2) independent review of materials prior to submittal.
- 4.7 Post Design Services
 - 4.7.1 Lochmueller will provide responses to requests for information regarding the sidewalk/curb ramp and pavement marking design from potential Contractors during the bidding and construction phase of the project.

5.0 Traffic Signal and Interconnect Design (Lochmueller – 152 hours = \$27,345.34)

- 5.1 60% Preliminary Traffic Signal and Interconnect Plans Submittal
 - 5.1.1 Concurrent with design of curb ramp, sidewalk, and pavement marking improvements, Lochmueller will prepare a 60% set of plan sheets that would reflect the proposed traffic signal and interconnect improvements, and submit to the City for review. It is anticipated the 60% Preliminary Plans set would consist of:

- 5.1.1.1 Traffic signal installation plan sheet. (Airport Road and Cornelius Drive intersection)
- 5.1.1.2 Interconnect installation plan sheets. (Airport Road between IL 9 and GE Road)
- 5.1.2 Lochmueller will participate in a meeting with City staff to discuss any questions or comments related to the City's review of the 60% Preliminary Plans deliverable package.
- 5.2 90% Traffic Signal and Interconnect Pre-Final Plans, Specifications and Estimates (PS&E) Submittal
 - 5.2.1 Lochmueller will revise the 60% Preliminary Plans deliverable package based upon feedback received during the review meeting with City staff noted in Task 5.1.2.
 - 5.2.2 Concurrent with design of curb ramp, sidewalk, and pavement marking improvements, Lochmueller will prepare a 90% Pre-Final Plans, Specifications, and Estimates (PS&E) deliverables package that would reflect the proposed traffic signal and interconnect improvements, and submit to the City for review. It is anticipated the proposed traffic signal and interconnect improvements plan set would consist of:
 - 5.2.2.1 Traffic signal and interconnect design plan sheets, which would also include applicable General Notes and an Equipment Legend. It should be noted that interconnect sheets relative to areas north and south of Cornelius Drive will be developed utilizing aerial mapping, due to the fact that topographic survey data will not be obtained beyond areas specifically noted in Task 3.1.
 - 5.2.2.2 Cable Diagram sheet, which would also include a Phase Designation Diagram, Sequence of Operations Table, and Summary of Quantities table.
 - 5.2.2.3 Mast Arm Loading Diagram sheet, which would provide cross-sectional views of the recommended placements for proposed signal heads, signs, video detection cameras, and EVP units to be attached to the mast arm assemblies.
 - 5.2.2.4 Fiber splicing diagrams and overall network connectivity sheets for intersections of Airport Road at IL 9, Cornelius Drive, Clearwater Avenue, and GE Road
 - 5.2.3 Lochmueller will prepare traffic signal and interconnect project specifications, special provisions and cost estimate for construction items related to the proposed traffic signal modification work.
 - 5.2.4 Lochmueller will participate in a meeting with City staff to discuss any questions or comments related to the City's review of the 90% Pre-Final PS&E deliverable package.

- 5.3 100% Final Plans, Specifications and Estimates (PS&E) Submittal
 - 5.3.1 Concurrent with design of curb ramp, sidewalk, and pavement marking improvements, Lochmueller will revise the 90% traffic signal and interconnect components of the Pre-Final PS&E deliverable package based upon feedback received during the review meeting with City staff noted in Task 5.2.4 and then submit a 100% Final PS&E deliverable package to the City for approval and bidding.
- 5.4 QA/QC
 - 5.4.1 Lochmueller will provide a two-tier quality control system for written and graphic material that includes (1) peer review, and (2) independent review of traffic signal and interconnect related materials prior to submittal.
- 5.5 Post Design Services
 - 5.5.1 Lochmueller will provide responses to requests for information regarding the traffic signal and interconnect design from potential Contractors during the bidding and construction phase of the project.
 - 5.5.2 Lochmueller will review bids received from Contractors, pertaining to the proposed traffic signal and interconnect improvements.
 - 5.5.3 Lochmueller will review traffic signal and interconnect shop drawings and related information submitted by the Contractor to confirm concurrence with the design intent and applicable standards.

Exclusions, Extra Costs and Supplemental Services:

Should additional design engineering services be required beyond that outlined in this scope of work, it would be necessary to modify this proposal accordingly. Any changes would be subject to your authorization before additional work is performed.

This scope of work does not include costs for intersection and/or street lighting design services; signal timing plan development and/or implementation services; intersection and/or roadway reconstruction design services; subsurface utility locates; easement acquisition services and documentation; completion of as-built surveys; preparation of record drawings; and/or expansion of the included tasks to other intersections not explicitly noted in the above scope of services.

These or any other services in addition to those specifically described in the above scope of services, including but not limited to supplemental meeting time, will be billed as extras on a time and materials basis unless a specific scope and fee is negotiated separately. However, we would not proceed with supplemental services without your direction or authorization.



Consent Agenda Item No. 7.J.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Annual Renewal of the Agreement with Flock Group, Inc., in the Amount of \$133,300, as requested by the Police Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Goal 4. Strong Neighborhoods

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 policy encompass the proactive use of new technologies in concert with investigative procedures that are cost-effective while increasing departmental efficiencies and community transparency. The great majority of crimes in the City involve the use of a vehicle and, because of this, BPD has been building and deploying a Public Safety Camera System ("PSCS") since 2012 to aid in investigations. The addition of Automatic License Plate Readers ("ALPR") in Bloomington is used as an additional technology tool to assist BPD in enhancing public safety in areas impacted by violent crimes, major organized retail thefts, and near locations of frequent vehicle crashes. The City's current PSCS has been utilized to solve numerous crimes, including homicides, weapons offenses, sexual assaults, grand thefts, and major traffic crashes. The addition of the ALPRs working in conjunction with the PSCS has significantly increased the effectiveness of our Public Safety cameras and has been instrumental during the investigation of violent crime in the Bloomington Area. The system has worked as anticipated and reduced the amount of staff time to manually review video footage. The ALPR uses cloud-based machine learning processes. These processes have allowed our agency to instantly compare vehicles seen on their PSCS systems and compare that footage with still images of vehicles recorded on pole-mounted ALPRs systems. Using this automated matching process has significantly reduced the investigative efforts, which led to several arrests for violent crimes in the Bloomington Area.

The use of the ALPR technology has also improved the City's crash investigations, assisted in missing persons/abduction cases, and reduced potential bias in departmental traffic stops by being able to single out and identify the individuals and vehicles engaging in criminal activity. The City will utilize Flock Group, Inc. ("Flock") as a limited source due to the previous capital investment with Flock, which will allow staff to maintain the current infrastructure. In addition, staff have had positive service, support, and overall satisfaction with Flock in general. The purchase will be used for the following: The renewal of an agreement includes a payment of \$133,300 for the following existing products: Flock Safety Platform, Flock Safety LPR, Flock

Safety Video Products, and Advanced Search.

Community Groups/Interested Persons Contacted: Public Safety and Community Relations Board

Financial Impact: If approved, the City will renew the agreement with Flock Group, Inc. in the amount of \$133,300. This will be paid from the Police-Other Professional and Technical Services account (10015110-70220). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 229.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Flock LSJF 12152025

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE ANNUAL RENEWAL OF THE AGREEMENT WITH FLOCK GROUP, INC., IN THE AMOUNT OF \$133,300

WHEREAS, subject to the provisions of the City Code, City staff are recommending the renewal of the annual contract with Flock Group, Inc. ("Flock"), in the amount of \$133,300; and

WHEREAS, the detailed agreement is attached ("Exhibit A"); and

WHEREAS, the previous investment with Flock allows us to maintain that infrastructure currently in place; and

WHEREAS, Staff have had positive service, support, and overall satisfaction with Flock in general; and

WHEREAS, the proprietary interaction between the line of Flock products and the various systems already in place locally and nationwide; and

WHEREAS, the Annual Renewal includes maintenance on leased products held and used on site; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Annual Renewal of the Agreement.

NOW THEREFORE, BE IT RESOLVED 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 Manager, or designated representatives, are authorized to execute the Annual Renewal of the Agreement, and any other documents necessary to complete this transaction.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Flock Safety + IL - Bloomington PD

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

MAIN CONTACT:
Matthew Drab
matthew.drab@flocksafety.com
+4702563263



EXHIBIT A
ORDER FORM

Customer: IL - Bloomington PD
 Legal Entity Name: IL - Bloomington PD
 Accounts Payable Email: accountspayable@cityblm.org
 Address: 305 S East St Bloomington, Illinois 61701

Initial Term: 12 Months
 Renewal Term: 12 Months
 Payment Terms: Net 30
 Billing Frequency: Annual
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$133,300.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
Flock Safety LPR Video Integration, fka Wing LPR	Included	16	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	1	Included
Flock Safety LPR, fka Falcon	Included	27	Included
Flock Safety Video Products			
Flock Safety Video Integration VMS, fka Wing	Included	100	Included
Solar Power Boost	Included	1	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included
Flock Safety Platform Add Ons			
Flock Safety Platform - FreeForm Add-On	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$133,300.00
Annual Recurring Subtotal:	\$133,300.00
Discounts:	\$31,600.00
Estimated Tax:	\$0.00
Contract Total:	\$133,300.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. 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.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• Notwithstanding the foregoing, Flock Safety will make commercially reasonable efforts to ingest, process, and support various data feeds originating from any Axon supported system, device or platform (hereinafter "**Axon Feeds**"). This ingestion and support shall be maintained by both Flock Safety and Axon for the duration of this Agreement and any subsequent renewals, subject to the terms and conditions herein. In the event that, for reasons outside of the control of Flock Safety, including, but not limited to, cooperation to maintain the integration by Axon, Flock Safety is unable to perform the obligations hereunder, Customer shall be entitled to terminate this Agreement with thirty (30) days' notice. In the event of such termination, Flock Safety shall not be held liable for its failure to perform the obligations hereunder.

Product Table w/ Quantity and Unit Price		
Product	Quantity	Unit Price
Flock Safety Wing™ VMS	100	\$24
Flock Safety Falcon® Flex	2	\$3,500
Flock Safety Platform - FreeForm Add-On	1	\$8,400
Flock Safety Wing™ LPR	16	\$1,500
Solar Falcon® LR	1	\$5,000
Solar Power Boost	1	\$500
Flock Safety Advanced Search	1	\$5,000
Flock Safety Falcon®	27	\$3,000
<i>*Flock Safety Platform - Freeform Add-on is discounted for initial term. True unit price is not reflected.</i>		

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$133,300.00
Annual Recurring after Year 1	\$133,300.00
Contract Total	\$133,300.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$31,600.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Video Integration VMS, fka Wing	
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR Video Integration, fka Wing LPR	Video software integration transforms traditional IP cameras into Flock Safety enabled LPR cameras. Includes Vehicle Fingerprint™ computer vision and Advanced Search Package (Convoy Analysis, Multi Geo Search, Visual Search)
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Solar Power Boost	Low sun area solar boost package to support longer power duration
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade LPR cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
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.
Insights & Analytics	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.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
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

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Bloomington PD

Signed by:

By: _____
1024FAF1F68A40F...
Name: Dan Haley
Title: Chief Legal Officer
Date: 12/5/2025

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

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary).)

SECTION A – LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 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 #5419

Amount: \$133,300

Date: 12/4/2025

Description of item/services:

The purchase of FlockOS Elite Package and Flock Safety Platform- FreeForm Add-On through the Retail Theft Grant.

The purchase of Flock Safety LPR Flex, Flock Safety LPR video integration, Flock Safety Video Integration, and Flock OS

Justification:

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

*The previous investment with Flock allows up to maintain that infrastructure currently in place

*The positive service, support, and overall satisfaction with Flock in general

*The propriety 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 Director or Designee)

12/4/25
Date

SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur / do not concur (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):


Name and Signature of Purchasing Agent or Designee

12/8/2025
Date



Consent Agenda Item No. 7.K.

For City Council: December 15, 2025

Ward Impacted: Ward 2

Subject: Consideration and Action on 1) an Ordinance Authorizing the City of Bloomington to Borrow Funds from the Public Water Supply Loan Program, in the Amount of \$9,000,000; and 2) a Resolution Authorizing a Representative to Sign Loan Documents for the Public Water Supply Loan Program, for the Census Tract 59 LSLR Project, as requested by the Water Department.

Recommended Motion: The proposed Ordinance and Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2b. Quality water for the long term

Background: If approved, the Ordinance will authorize the City to apply to borrow up to \$9 million from the Illinois Environmental Protection Agency ("IEPA") Public Water Supply Loan Program ("PWSLP"), and the Ordinance will authorize the City Manager to execute loan application documents for the Census Tract 59 Lead Service Line Replacement Project. More information about the IEPA state revolving fund ("SRF") loan programs is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund.html>. The cost estimates include construction, engineering, legal expenses, financial expenses, land acquisition, and other related expenses, as required by the language in the ordinance templates provided by the IEPA. The City is only expecting to borrow funds from the Illinois Public Water Supply Loan Program ("PWSLP") to cover the cost of construction and construction engineering.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Ordinance authorizes the City to apply for the SRF loans for construction and authorizes the City Manager to sign any documents necessary for the application. This does not commit the City to accepting the loans at this time. If the loan is approved, the Water Department will budget for the semi-annual loan repayment in future year budgets. The loan repayment will be funded by the water rate increase that was approved by the City Council.

Attachments:

1. Ordinance - Public Water Supply Loan
2. Resolution - IEPA Signature Authorization
3. IEPA - COB Legal Opinion
4. Participant Tax Agreement

5. EPA Debarment, Suspension & Other Responsibility Matters
6. Executive Compensation Data (5-Officer-Form)
7. Tax Identification Number

ORDINANCE NUMBER 2025 - ____

AN ORDINANCE AUTHORIZING THE CITY OF BLOOMINGTON TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM, IN THE AMOUNT OF \$9,000,000,000

WHEREAS, the City of Bloomington, McLean County, Illinois, operates its public water supply system (“the System”) and in accordance with the provisions of Article VII of the Constitution of the State of Illinois and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Mayor and City Council of the City (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

The replacement of approximately 600 lead service lines within the boundaries of Census Tract 59

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Bloomington, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$7,917,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 663 which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 40 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$9,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency;

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

SECTION 1. INCORPORATION OF PREAMBLES: The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS: It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$9,000,000.

SECTION 3. ADDITIONAL ORDINANCES: The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY: Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN: Jeff Jurgens, the City Manager for the City of Bloomington, is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 663.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT: The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS: The City has outstanding bonds that are payable from revenues of the system but the outstanding bonds are not senior to, but on parity with, the loan authorized by this Ordinance.

SECTION 8. AUTHORIZATION OF CITY MANAGER TO EXECUTE LOAN AGREEMENT: The City Manager is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the City Manager to execute any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY: If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 11. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 12. This Ordinance shall take effect immediately after approval and publication as required by law.

SECTION 13. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 15th day of December 2025.

APPROVED this ___ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING A REPRESENTATIVE TO SIGN LOAN DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the City of Bloomington authorize a representative to sign the loan application forms and supporting documents: therefore, be it resolved by the City of Bloomington that **Jeff Jurgens**, City Manager, is hereby authorized to sign all loan application forms and documents.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

Signature: _____
Dan Brady, Mayor

I, Leslie Smith-Yocum, Certify that the attached Resolution No. 2025 - [redacted] to be a true and accurate copy, passed and adopted on the above date.

Signature: _____
Leslie Smith-Yocum, City Clerk

(SEAL)

December 15, 2025

Stephanie Flowers, Assistant Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
Re: City of Bloomington, Illinois

Dear Ms. Flowers:

Our firm is general counsel to the City of Bloomington, McLean County, Illinois ("City") and I am representing the City in the above-referenced matter. The City is a home rule municipal corporation.

The City intends to enter into a loan agreement with the Illinois Environmental Protection Agency (the "IEPA") pursuant to the Public Water Supply Loan Program. The purpose of the loan agreement is to enable the City to finance the cost of replacing approximately 600 lead service lines within the boundaries of Census Tract 59 (the "Project").

You have asked for my opinion with respect to whether the ordinance authorizing the City to enter into a proposed loan agreement pursuant to the Program is in accordance with Illinois law.

You have also asked for my opinion as to whether the City has complied with all of the procedural requisites necessary to authorize the City Manager to execute the loan agreement in order to create a valid and enforceable contract.

I have examined the applicable state statutes, City ordinances, including City ordinances that control the operation of the City's water department, and I am familiar with the ordinances and resolutions that have been adopted with respect to the proposed loan, and in particular, Ordinance Number [redacted] entitled: [insert name/number of ordinance authorizing the City to enter into loan agreement].

After consideration of the foregoing, it is my opinion that:

1. Pursuant to Home Rule provision of the Illinois Constitution of 1970, and City ordinances, the City does have the authority to enter into a loan agreement with the IEPA pursuant to the Program.
2. The City lawfully operates a public water supply system (the "System") to address drinking water matters within the City and to provide for administrative procedures, rules and regulations with respect to the operation of System and with respect to the billing and collection for all charges for the sale of water as may be provided by the City to water customers of the City.
3. The City has legal title to the real estate upon which the Project is to be installed.

4. There is no threatened or pending litigation which would affect the borrowing of the funds in question or the payment of the same.
5. The Corporate Authorities have taken all the required steps necessary to authorize the City Manager to execute the loan agreement and supporting documents by and between the IEPA and the City pursuant to the Program.
6. The Ordinance does not conflict with any other ordinance of the City.
7. All actions taken by the City with respect to the Ordinance were taken at duly constituted meetings of the Corporate Authorities that were properly noticed pursuant to the Open Meetings Act.
8. Upon execution of the loan agreement, the obligation of the City to repay the loan funds as set forth in the loan agreement will be a binding and legally enforceable agreement against the City.
9. There are no other agreements, bonds, or ordinances which conflict with, or impair, the obligation of the City under the proposed loan agreement with the IEPA.
10. There is no senior debt that is payable from revenues of the System.

Sincerely,

Christopher J. Spanos
Corporation Counsel
City of Bloomington, IL

FORM OF PARTICIPANT TAX AGREEMENT

INTRODUCTION: RECIPIENT'S TAX LAW OBLIGATIONS UNDER THE LOAN

IN ORDER TO HELP MINIMIZE INTEREST RATES CHARGED IN CONNECTION WITH THE STATE REVOLVING FUND (SRF) PROGRAMS, THE FUNDING FOR THE LOANS IS OBTAINED THROUGH THE ISSUANCE OF FEDERALLY SUBSIDIZED TAX-EXEMPT BONDS BY THE ILLINOIS FINANCE AUTHORITY FOR THE BENEFIT OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA OR AGENCY) AND ITS SRF PROGRAMS. SUCH BENEFICIAL FINANCING COMES WITH CERTAIN FEDERAL TAX LAW COMPLIANCE REQUIREMENTS, WHICH ARE SUMMARIZED IN THE ATTACHED TAX AGREEMENT.

THE TAX AGREEMENT IS REQUIRED FOR ALL RECIPIENTS OF SRF LOANS. IT PROVIDES THAT THE RECIPIENT WILL COMPLY WITH ALL APPLICABLE TAX LAW REQUIREMENTS. MANY OF THESE REQUIREMENTS AFFECT RECIPIENTS ONLY UNDER UNUSUAL CIRCUMSTANCES, SUCH AS WHEN A DEBT SERVICE FUND THAT IS NOT DEPLETED AT LEAST ONCE A YEAR IS ESTABLISHED OR ANY PART OF THE PROJECT IS SOLD OR USED IN A PRIVATE BUSINESS USE OR OTHER USE THAT WAS NOT AUTHORIZED WHEN THE LOAN WAS ORIGINATED.

THE “**DATE OF ISSUANCE OF THE BONDS**” REFERRED TO IN THE TAX AGREEMENT IS APRIL 16, 2019, OR, FOR LOANS FINANCED FROM PROCEEDS OF BONDS ISSUED AFTER THAT DATE, THE DATE OF ISSUANCE OF THOSE BONDS, AS PROVIDED TO THE RECIPIENT BY THE IEPA.

THE “**WEBSITE INSTRUCTIONS**” REFERRED TO IN THE TAX AGREEMENT MAY BE FOUND AT <https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/srf/srf-recipient-tax-certificate-instructions.pdf> FOR SPECIFIC QUESTIONS ABOUT THE APPLICATION OF THESE REQUIREMENTS TO THE RECIPIENT'S CIRCUMSTANCES, YOU MAY CONTACT IEPA'S WATER REVOLVING FUND FINANCE MANAGER (FOR PROGRAM MATTERS) AT (217) 524-1340, OR IFA'S TAX COUNSEL (FOR LEGAL MATTERS) AT (312) 902-5564.

TAX COMPLIANCE CERTIFICATE AND AGREEMENT

____ The City of Bloomington ____ (the “*Recipient*”) is executing this Tax Compliance Certificate and Agreement (“*Tax Agreement*”) to allow the Illinois Environmental Protection Agency (the “*Agency*”) to fund one or more loans (L17#____⁷²²⁸_____) (the “*Loan*”) to the Recipient with proceeds of tax-exempt bonds.

Section 1. Expectations. The Recipient and the Agency have previously executed or will execute a loan agreement or loan agreements providing that the Agency lend funds to the Recipient to reimburse the Recipient for eligible costs incurred for the Project described therein. This Tax Agreement establishes the expectations and covenants of the Recipient with respect to future events regarding the Loan and the use of Loan proceeds. The Recipient recognizes that the Loan proceeds are derived in whole or in part from the proceeds of tax-exempt bonds. Certain certifications and covenants necessary to preserve the tax-exemption of the bonds are presented here in summary form; additional information is available in the Website Instructions, which are incorporated in this Tax Certificate to the extent relevant to the Project.

Section 2. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the Recipient regarding any bonds or other debt obligations issued by or on behalf of the Recipient in connection with its wastewater or drinking water system and no such obligations are currently under examination by the Internal Revenue Service.

Section 3. Purpose of the Loan. The proceeds of this Loan will be used to finance eligible capital expenditures of the Project, including architectural or engineering costs incurred prior to construction. The Recipient expects to borrow at least 90% of the commitment amount of the Loan and to spend all of the Loan Proceeds on the Project.

Section 4. The Project — Binding Commitment and Timing. The Recipient expects that the work of constructing the Project and the expenditure of Loan proceeds will proceed with due diligence (*i.e.*, without substantial or unnecessary delay) after the Loan is originated. The Recipient expects to draw and spend all of the Loan proceeds no later than the third anniversary of the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement).

Section 5. Reimbursement. None of the proceeds of the Loan will be used to reimburse expenditures actually paid by the Recipient prior to the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement), unless the Recipient has adopted a qualified “official intent resolution” or the expenditures constitute qualified “preliminary expenditures” (see Website Instructions for details).

Section 6. Hedge and Investment Agreements. The Recipient will not enter into any interest rate swap, interest rate cap, futures contract, forward contract, guaranteed investment contract, certificate of deposit, option or similar instrument in connection with the Loan or the proceeds of the Loan unless an exception applies (see Website Instructions).

Section 7. Funds and Accounts. The Recipient will establish and maintain a Repayment Fund, in which all amounts deposited are actually applied to principal and interest payments on the Loan within one year of the deposit date. No other funds pledged to, or expected to be used to pay, the Loan will be maintained by the Recipient. The Loan does not replace any invested funds

of the Recipient that were previously reserved to pay the costs of the Project and the term of the Loan is no longer than 120% of the expected useful life of the Project.

Section 8. Use of Proceeds and Project. None of the Loan proceeds or the Project will be used by any person or entity, other than a state or local government unit, pursuant to any special arrangement that does not include all members of the general public (such as a sale; lease; management, service or output contract; or similar arrangement), unless an exception applies (see Website Instructions). Also, none of the Loan proceeds will be lent to any party other than a state or local government unit.

Section 9. No Sale of the Project. The Recipient will not sell or otherwise dispose of any portion of the Project without prior written approval of the Agency.

Section 10. Purchase of Bonds by Recipient. The Recipient will not purchase any tax-exempt bonds the proceeds of which were, or might have been, used to fund the Loan (if in doubt, contact the Agency).

Section 11. Compliance Procedures. The Recipient will adopt, and periodically monitor its compliance with, written procedures for satisfaction of its covenants hereunder. Such procedures must contain, among other things, the following characteristics to ensure that violations are timely identified and corrected so that the Loan and the Bonds remain in compliance with federal tax requirements from the time they are issued until they are no longer outstanding: (a) due diligence review at specified regular intervals, (b) identification and training of the officer or employee responsible for review, (c) retention of adequate records to substantiate compliance (e.g., records relating to the allocation of proceeds, etc.), (d) procedures reasonably expected to timely identify noncompliance, and procedures to ensure that steps will be taken to timely correct noncompliance. A form of such procedures that may be adapted to the Recipient's circumstances is contained in the Website Instructions.

Section 12. Records. The Recipient will keep and retain adequate records to demonstrate compliance with all of the covenants in this Tax Agreement (including the Website Instructions, if applicable), at least until the third anniversary of the payment in full of the Bonds.

Dated: _____, 20__

Name of Authorized Representative

By _____
Authorized Representative Signature



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. May explanation is attached.

EPA FORM 5700-49 (11-88)

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

UEI Number: KYUDEBKLLFW5 CCR/Cage Number: _____

Loan Recipient Name: City of Bloomington

Name of Project: Census Tract 59 LSLR

Federal Reporting Contact Information:
 Name: _____ Phone: _____ Email: _____

Requirements to report five most highly compensated officers:

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, _____, _____
 (Fiscal year) (Loan recipient name)

1. DID NOT receive 80 percent or more of its annual gross revenues in Federal awards, or
2. DID NOT receive \$25,000,000 or more in annual gross revenue from Federal awards, or
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensation officers.

 Signature Title Date

B. The five most highly compensated officers of _____ are:

NAME	COMPENSATION AMOUNT ¹

¹Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the d/b/a on the business name line and enter the owner’s SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.*

Name: City of Bloomington

Business Name: City of Bloomington

Taxpayer Identification Number:

Social Security Number: _____

Or

Employer Identification Number: 37-6001563

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: _____ Date: _____



Consent Agenda Item No. 7.L.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on 1) an Ordinance Authorizing the City of Bloomington to Borrow Funds from the Public Water Supply Loan Program, in the Amount of \$6,500,000; and 2) a Resolution Authorizing a Representative to Sign Loan Documents for the Public Water Supply Loan Program, for the Reservoir Management System for Evergreen Lake, as requested by the Water Department.

Recommended Motion: The proposed Ordinance and Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2b. Quality water for the long term

Background: If approved, the Ordinance will authorize the City to apply to borrow up to \$6.5 million from the Illinois Environmental Protection Agency ("IEPA") Public Water Supply Loan Program ("PWSLP"), and the Ordinance will authorize the City Manager to execute loan application documents for the Reservoir Management System for Evergreen Lake. More information about the IEPA state revolving fund ("SRF") loan programs is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund.html>. The cost estimates include construction, engineering, legal expenses, financial expenses, land acquisition, and other related expenses, as required by the language in the ordinance templates provided by the IEPA. The City is only expecting to borrow funds from the PWSLP to cover the cost of construction and construction engineering.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Ordinance authorizes the City to apply for the SRF loans for construction and authorizes the City Manager to sign any documents necessary for the application. This does not commit the City to accepting the loans at this time. If the loan is approved, the Water Department will budget for the semi-annual loan repayment in future year budgets. The loan repayment will be funded by the water rate increase that was approved by the City Council.

Attachments:

1. Ordinance - PWS - HAB
2. Resolution - IEPA Signature Authorization HAB
3. IEPA - COB Legal Opinion
4. Participation Tax Agreement

5. Executive Compensation Data (5 Officer Form) HAB
6. Tax Identification Number

ORDINANCE No. 2025 - ____

AN ORDINANCE AUTHORIZING THE CITY OF BLOOMINGTON TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM, IN THE AMOUNT OF \$6,500,000

WHEREAS, the City of Bloomington, McLean County, Illinois, operates its public water supply system (“the System”) and in accordance with the provisions of Article VII of the Constitution of the State of Illinois and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Mayor and City Council of the City (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

The HAB Reservoir Management System for Evergreen Lake, together with any land or rights in land and all electrical, mechanical, or other services necessary, useful, or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Bloomington, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial, and other related expenses, is \$7,500,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 663, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 40 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$7,500,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency;

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

SECTION 1. INCORPORATION OF PREAMBLES: The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS: It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$7,500,000.

SECTION 3. ADDITIONAL ORDINANCES: The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall, in all instances, become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY: Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN: Jeff Jurgens, the City Manager for the City of Bloomington, is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 663.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT: The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS: The City has outstanding bonds that are payable from revenues of the system, but the outstanding bonds are not senior to, but on parity with, the loan authorized by this Ordinance.

SECTION 8. AUTHORIZATION OF CITY MANAGER TO EXECUTE LOAN AGREEMENT: The City Manager is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the City Manager to execute any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY: If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 11. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 12. This Ordinance shall take effect immediately after approval and publication as required by law.

SECTION 13. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING A REPRESENTATIVE TO SIGN LOAN DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the City of Bloomington authorize a representative to sign the loan application forms and supporting documents: therefore, be it resolved by the City of Bloomington that **Jeff Jurgens**, City Manager, is hereby authorized to sign all loan application forms and documents.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

Signature: _____
Dan Brady, Mayor

I, Leslie Smith-Yocum, certify that the attached Resolution No. 2025 - [REDACTED] to be a true and accurate copy, passed and adopted on the above date.

Signature: _____
Leslie Smith-Yocum, City Clerk

(SEAL)

December 15, 2025

Stephanie Flowers, Assistant Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
Re: City of Bloomington, Illinois

Dear Ms. Flowers:

Our firm is general counsel to the City of Bloomington, McLean County, Illinois (“City”) and I am representing the City in the above-referenced matter. The City is a home rule municipal corporation.

The City intends to enter into a loan agreement with the Illinois Environmental Protection Agency (the “IEPA”) pursuant to the Public Water Supply Loan Program. The purpose of the loan agreement is to enable the City to finance the cost of replacing approximately 600 lead service lines within the boundaries of Census Tract 59 (the “Project”).

You have asked for my opinion with respect to whether the ordinance authorizing the City to enter into a proposed loan agreement pursuant to the Program is in accordance with Illinois law.

You have also asked for my opinion as to whether the City has complied with all of the procedural requisites necessary to authorize the City Manager to execute the loan agreement in order to create a valid and enforceable contract.

I have examined the applicable state statutes, City ordinances, including City ordinances that control the operation of the City’s water department, and I am familiar with the ordinances and resolutions that have been adopted with respect to the proposed loan, and in particular, Ordinance Number [redacted] entitled: [insert name/number of ordinance authorizing the City to enter into loan agreement].

After consideration of the foregoing, it is my opinion that:

1. Pursuant to Home Rule provision of the Illinois Constitution of 1970, and City ordinances, the City does have the authority to enter into a loan agreement with the IEPA pursuant to the Program.
2. The City lawfully operates a public water supply system (the “System”) to address drinking water matters within the City and to provide for administrative procedures, rules and regulations with respect to the operation of System and with respect to the billing and collection for all charges for the sale of water as may be provided by the City to water customers of the City.

3. The City has legal title to the real estate upon which the Project is to be installed.
4. There is no threatened or pending litigation which would affect the borrowing of the funds in question or the payment of the same.
5. The Corporate Authorities have taken all the required steps necessary to authorize the City Manager to execute the loan agreement and supporting documents by and between the IEPA and the City pursuant to the Program.
6. The Ordinance does not conflict with any other ordinance of the City.
7. All actions taken by the City with respect to the Ordinance were taken at duly constituted meetings of the Corporate Authorities that were properly noticed pursuant to the Open Meetings Act.
8. Upon execution of the loan agreement, the obligation of the City to repay the loan funds as set forth in the loan agreement will be a binding and legally enforceable agreement against the City.
9. There are no other agreements, bonds, or ordinances which conflict with, or impair, the obligation of the City under the proposed loan agreement with the IEPA.
10. There is no senior debt that is payable from revenues of the System.

Sincerely

Christopher J. Spanos
Corporation Counsel
City of Bloomington, IL

FORM OF PARTICIPANT TAX AGREEMENT

INTRODUCTION: RECIPIENT'S TAX LAW OBLIGATIONS UNDER THE LOAN

IN ORDER TO HELP MINIMIZE INTEREST RATES CHARGED IN CONNECTION WITH THE STATE REVOLVING FUND (SRF) PROGRAMS, THE FUNDING FOR THE LOANS IS OBTAINED THROUGH THE ISSUANCE OF FEDERALLY SUBSIDIZED TAX-EXEMPT BONDS BY THE ILLINOIS FINANCE AUTHORITY FOR THE BENEFIT OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA OR AGENCY) AND ITS SRF PROGRAMS. SUCH BENEFICIAL FINANCING COMES WITH CERTAIN FEDERAL TAX LAW COMPLIANCE REQUIREMENTS, WHICH ARE SUMMARIZED IN THE ATTACHED TAX AGREEMENT.

THE TAX AGREEMENT IS REQUIRED FOR ALL RECIPIENTS OF SRF LOANS. IT PROVIDES THAT THE RECIPIENT WILL COMPLY WITH ALL APPLICABLE TAX LAW REQUIREMENTS. MANY OF THESE REQUIREMENTS AFFECT RECIPIENTS ONLY UNDER UNUSUAL CIRCUMSTANCES, SUCH AS WHEN A DEBT SERVICE FUND THAT IS NOT DEPLETED AT LEAST ONCE A YEAR IS ESTABLISHED OR ANY PART OF THE PROJECT IS SOLD OR USED IN A PRIVATE BUSINESS USE OR OTHER USE THAT WAS NOT AUTHORIZED WHEN THE LOAN WAS ORIGINATED.

THE “**DATE OF ISSUANCE OF THE BONDS**” REFERRED TO IN THE TAX AGREEMENT IS APRIL 16, 2019, OR, FOR LOANS FINANCED FROM PROCEEDS OF BONDS ISSUED AFTER THAT DATE, THE DATE OF ISSUANCE OF THOSE BONDS, AS PROVIDED TO THE RECIPIENT BY THE IEPA.

THE “**WEBSITE INSTRUCTIONS**” REFERRED TO IN THE TAX AGREEMENT MAY BE FOUND AT <https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/srf/srf-recipient-tax-certificate-instructions.pdf> FOR SPECIFIC QUESTIONS ABOUT THE APPLICATION OF THESE REQUIREMENTS TO THE RECIPIENT'S CIRCUMSTANCES, YOU MAY CONTACT IEPA'S WATER REVOLVING FUND FINANCE MANAGER (FOR PROGRAM MATTERS) AT (217) 524-1340, OR IFA'S TAX COUNSEL (FOR LEGAL MATTERS) AT (312) 902-5564.

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____ The City of Bloomington ____ (the “*Recipient*”) is executing this Tax Compliance Certificate and Agreement (“*Tax Agreement*”) to allow the Illinois Environmental Protection Agency (the “*Agency*”) to fund one or more loans (L17#____⁷²²⁸_____) (the “*Loan*”) to the Recipient with proceeds of tax-exempt bonds.

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Section 2. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the Recipient regarding any bonds or other debt obligations issued by or on behalf of the Recipient in connection with its wastewater or drinking water system and no such obligations are currently under examination by the Internal Revenue Service.

Section 3. Purpose of the Loan. The proceeds of this Loan will be used to finance eligible capital expenditures of the Project, including architectural or engineering costs incurred prior to construction. The Recipient expects to borrow at least 90% of the commitment amount of the Loan and to spend all of the Loan Proceeds on the Project.

Section 4. The Project — Binding Commitment and Timing. The Recipient expects that the work of constructing the Project and the expenditure of Loan proceeds will proceed with due diligence (*i.e.*, without substantial or unnecessary delay) after the Loan is originated. The Recipient expects to draw and spend all of the Loan proceeds no later than the third anniversary of the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement).

Section 5. Reimbursement. None of the proceeds of the Loan will be used to reimburse expenditures actually paid by the Recipient prior to the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement), unless the Recipient has adopted a qualified “official intent resolution” or the expenditures constitute qualified “preliminary expenditures” (see Website Instructions for details).

Section 6. Hedge and Investment Agreements. The Recipient will not enter into any interest rate swap, interest rate cap, futures contract, forward contract, guaranteed investment contract, certificate of deposit, option or similar instrument in connection with the Loan or the proceeds of the Loan unless an exception applies (see Website Instructions).

Section 7. Funds and Accounts. The Recipient will establish and maintain a Repayment Fund, in which all amounts deposited are actually applied to principal and interest payments on the Loan within one year of the deposit date. No other funds pledged to, or expected to be used to pay, the Loan will be maintained by the Recipient. The Loan does not replace any invested funds

of the Recipient that were previously reserved to pay the costs of the Project and the term of the Loan is no longer than 120% of the expected useful life of the Project.

Section 8. Use of Proceeds and Project. None of the Loan proceeds or the Project will be used by any person or entity, other than a state or local government unit, pursuant to any special arrangement that does not include all members of the general public (such as a sale; lease; management, service or output contract; or similar arrangement), unless an exception applies (see Website Instructions). Also, none of the Loan proceeds will be lent to any party other than a state or local government unit.

Section 9. No Sale of the Project. The Recipient will not sell or otherwise dispose of any portion of the Project without prior written approval of the Agency.

Section 10. Purchase of Bonds by Recipient. The Recipient will not purchase any tax-exempt bonds the proceeds of which were, or might have been, used to fund the Loan (if in doubt, contact the Agency).

Section 11. Compliance Procedures. The Recipient will adopt, and periodically monitor its compliance with, written procedures for satisfaction of its covenants hereunder. Such procedures must contain, among other things, the following characteristics to ensure that violations are timely identified and corrected so that the Loan and the Bonds remain in compliance with federal tax requirements from the time they are issued until they are no longer outstanding: (a) due diligence review at specified regular intervals, (b) identification and training of the officer or employee responsible for review, (c) retention of adequate records to substantiate compliance (e.g., records relating to the allocation of proceeds, etc.), (d) procedures reasonably expected to timely identify noncompliance, and procedures to ensure that steps will be taken to timely correct noncompliance. A form of such procedures that may be adapted to the Recipient's circumstances is contained in the Website Instructions.

Section 12. Records. The Recipient will keep and retain adequate records to demonstrate compliance with all of the covenants in this Tax Agreement (including the Website Instructions, if applicable), at least until the third anniversary of the payment in full of the Bonds.

Dated: _____, 20__

Name of Authorized Representative

By _____
Authorized Representative Signature

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

UEI Number: KYUDEBKLLFW5 CCR/Cage Number: _____

Loan Recipient Name: City of Bloomington

Name of Project: HAB Reservoir Management System for Evergreen Lake. (the "Project").

Federal Reporting Contact Information:

Name: _____ Phone: _____ Email: _____

Requirements to report five most highly compensated officers:

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, _____, _____
(Fiscal year) (Loan recipient name)

1. DID NOT receive 80 percent or more of its annual gross revenues in Federal awards, or
2. DID NOT receive \$25,000,000 or more in annual gross revenue from Federal awards, or
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensation officers.

Signature Title Date

B. The five most highly compensated officers of _____ are:

NAME	COMPENSATION AMOUNT ¹

¹Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the d/b/a on the business name line and enter the owner’s SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.*

Name: City of Bloomington

Business Name: City of Bloomington

Taxpayer Identification Number:

Social Security Number: _____

Or

Employer Identification Number: 37-6001563

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: _____ Date: _____



Consent Agenda Item No. 7.M.

For City Council: December 15, 2025

Ward Impacted: Ward 4

Subject: Consideration and Action on an Ordinance Approving the Final Plat of Core Empire Subdivision, for the Property Commonly Known as 502 IAA Drive, Including the Vacation and Replacement of Public Utility Easements (PIN: 14-35-378-009), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

Background: The Applicant seeks approval of a subdivision of the property commonly known as 502 IAA Drive to split the property in order to facilitate the sale and separate development of the two Lots of Record created by the plat. A user (Dutch Brothers) has already been identified for the northern Lot. The subject property sits at the northwest corner of Veterans Parkway and Empire Street along the frontage road known as IAA Drive. Each Lot will be served by separate public water and sewer. No additional right of way dedication is required. A short section of the public sanitary sewer will be extended into the property in a provided easement. No tap-on fees are due at this time. City Staff have no objections to the Plat.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all survey costs and legal fees associated with this request.

Attachments:

1. Ordinance
2. Ordinance - Exhibit B - Final Plat
3. County Clerk's Certificate
4. Owner's Certificate
5. School District Certificate
6. Final Plat Checklist
7. Plat Location Map
8. Drainage Statement

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE CORE EMPIRE SUBDIVISION, FOR THE PROPERTY COMMONLY KNOWN AS 502 IAA DRIVE, INCLUDING THE VACATION AND REPLACEMENT OF PUBLIC UTILITY EASEMENTS (PIN: 14-35-378-009)

WHEREAS, there was heretofore filed with the City of Bloomington (“City”), McLean County, Illinois, a Petition for approval of the Final Plat of the Core Empire Subdivision, for the property legally described in Exhibit A (“Property”), commonly known as 502 IAA Drive; and

WHEREAS, said Petition included a Final Plat prepared by Christopher J Salazar, Illinois Professional Land Surveyor No. 4017, of Manhard Consulting, dated December 8, 2025, depicted in Exhibit B (“Plat”); and

WHEREAS, the subject Property is within the corporate limits of the City and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code, except for those exemptions and variations requested above; and

WHEREAS, said Final Plat meets the requirements for review as an Expedited Final Plat under § 24-305F, and it is appropriate to grant the requested exemptions or variations.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Final Plat of the Core Empire Subdivision, dated December 8, 2025, for the subject Property, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications and corrections.

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

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

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

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MARTIN OIL SERVICE, INC., RECORDED MARCH 18, 1954 AS DOCUMENT NUMBER 22235 AS SHOWN IN BOOK 628 OF DEEDS, PAGE 7, MCLEAN COUNTY, ILLINOIS; THENCE NORTH 2 DEGREES 46 MINUTES 38 SECONDS WEST (NORTH 02 DEGREES 45 MINUTES RECORDED) 225 FEET ALONG THE WEST LINE OF SAID TRACT; THENCE NORTH 87 DEGREES 15 MINUTES EAST 230 FEET; THENCE SOUTH 47 DEGREES 06 MINUTES EAST 108.59 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF F.A. ROUTE 10 (SBI ROUTE 9), RECORDED AS DOCUMENT NUMBER 68-5850, MCLEAN COUNTY, ILLINOIS; THENCE SOUTH 42 DEGREES 52 MINUTES 49 SECONDS WEST 215.10 FEET (SOUTH 42 DEGREES 54 MINUTES WEST 215.18 FEET RECORDED) ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 88 DEGREES 42 MINUTES WEST 103.37 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 87 DEGREES 47 MINUTES WEST 48.70 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

Address: 502 IAA Drive

PIN: 14-35-378-009

EXHIBIT B

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 10TH day of December 2025, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

PIN: 14-35-378-009

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of CORE EMPIRE SUBDIVISION in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "CORE EMPIRE SUBDIVISION" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by CHRISTOPHER SALAZAR, Registered Illinois Land Surveyor Number 035-004017; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 8th day of DECEMBER, 2025.

[Handwritten Signature]
Signature

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Christian Holzl, a Notary Public in and for the county and State aforesaid, do hereby certify that Adam Firsiel personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 8th day of December, 2025.

[Handwritten Signature: Christian J. Holzl]
Notary Public

My commission expires 5/8/29.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I SC BLOOMINGTON 502 LLC as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as CORE EMPIRE SUBDIVISION, to the best of my knowledge, is located within the boundaries of Bloomington Public Schools District 87 in McLean County, Illinois.

Dated this 8th day of December, 2025.

[Handwritten Signature]

Owner/Developer
SC Bloomington 502 LLC

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Christian Holz, a Notary Public in and for the county and State aforesaid, do hereby certify that Adam Fiesel personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 8th day of December, 2025.

[Handwritten Signature]

Notary Public

My commission expires 5/8/29.





SC Bloomington 502 LLC (Core Empire Subdivision)

Date Prepared: 12/8/2025

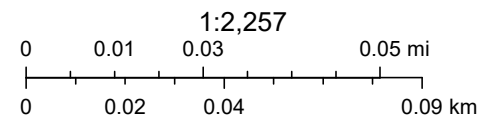
Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to DSD	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	SJL
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by DSD	SJL

Core Empire Subdivision (PIN: 14-35-378-009)



12/2/2025, 12:35:19 PM

-  Parcels
-  Existing Street Centerlines
-  Pavement_Centerlines



DRAINAGE STATEMENT


I, CODY RINGHAM, Registered Professional Engineer, and SC BLOOMINGTON 502 LLC, being the owners of the premises heretofore platted by CHRISTOPHER SALAZAR, Illinois Professional Land Surveyor No. 4017 to be and become the CORE EMPIRE SUBDIVISION in the City of Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or Planned Unit Development, or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or Planned Unit Development.

I, as Registered Professional Engineer, further certify that all or portions of the CORE EMPIRE SUBDIVISION are NOT within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

REGISTERED PROFESSIONAL ENGINEER, CODY RINGHAM


(Signature)

OWNER, SC BLOOMINGTON 502 LLC


(Signature)



Consent Agenda Item No. 7.N.

For City Council: December 15, 2025

Ward Impacted: Ward 2

Subject: Consideration and Action on an Ordinance Approving the Final Plat of Bloomington Township Solar 1, LLC Subdivision (PIN: 20-26-200-006), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

Background: The Applicant seeks approval of a subdivision within 1.5 miles of the City's current corporate limits, which is within the City's Extraterritorial Jurisdiction. The subject property sits at the corner of two future public collector/arterial roads, which means that planning for and accommodating right of way dedication is required prior to approval of such a subdivision. This plat provides for future right of way along Rivian Motorway and Stringtown Road. No tap-on fees are due at this time.

If approved, this Final Plat will be recorded with a Plat Access Certificate to ensure the County has appropriate legal authority until the property is annexed, or the roadway(s) adjacent become the responsibility of the City.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all survey costs and legal fees associated with this request. The right-of-way is to be dedicated (donated) to the City for future improvements, but should not result in financial consequence in the interim.

Attachments:

1. Ordinance
2. Ordinance - Exhibit B - Final Plat
3. Petition
4. County Clerk's Certificate
5. Owner's Certificate
6. School District Certificate
7. Final Plat Checklist
8. Plat Location Map
9. Drainage Statement

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE BLOOMINGTON TOWNSHIP SOLAR 1 SUBDIVISION (PIN: 20-26-200-006)

WHEREAS, there was heretofore filed with the City of Bloomington (“City”), McLean County, Illinois, a Petition for approval of the Final Plat of the Bloomington Township Solar 1, LLC Subdivision, for the property legally described in Exhibit A (“Property”); and

WHEREAS, said Petition included a Final Plat prepared by Franjo I. Maticic, Illinois Professional Land Surveyor No. 3556, of the WT Group, dated December 1, 2025, depicted in Exhibit B (“Plat”); and

WHEREAS, the subject Property is within 1.5 miles of the corporate limits of the City and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois, through exercise of the City's power of Extraterritorial Jurisdiction; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code, except for those exemptions and variations requested above; and

WHEREAS, said Final Plat meets the requirements for review as an Expedited Final Plat under § 24-305F, and it is appropriate to grant the requested exemptions or variations.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Final Plat of the Bloomington Township Solar 1 Subdivision, dated December 1, 2025, for the subject Property, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved with the requested waivers and exemptions, subject to minor technical modifications and corrections, and shall expire in 180 days unless recorded.

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

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

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as

required by law.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF SAID NORTHEAST QUARTER SECTION; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 311.50 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, THENCE DUE EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER 311.50 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, TO THE PLACE OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS

PIN: 20-26-200-006

EXHIBIT B

OWNER
DAVID J. & WILMA L. KIESER
1825 N. 700 EAST ROAD
MCLEAN, ILLINOIS 61754

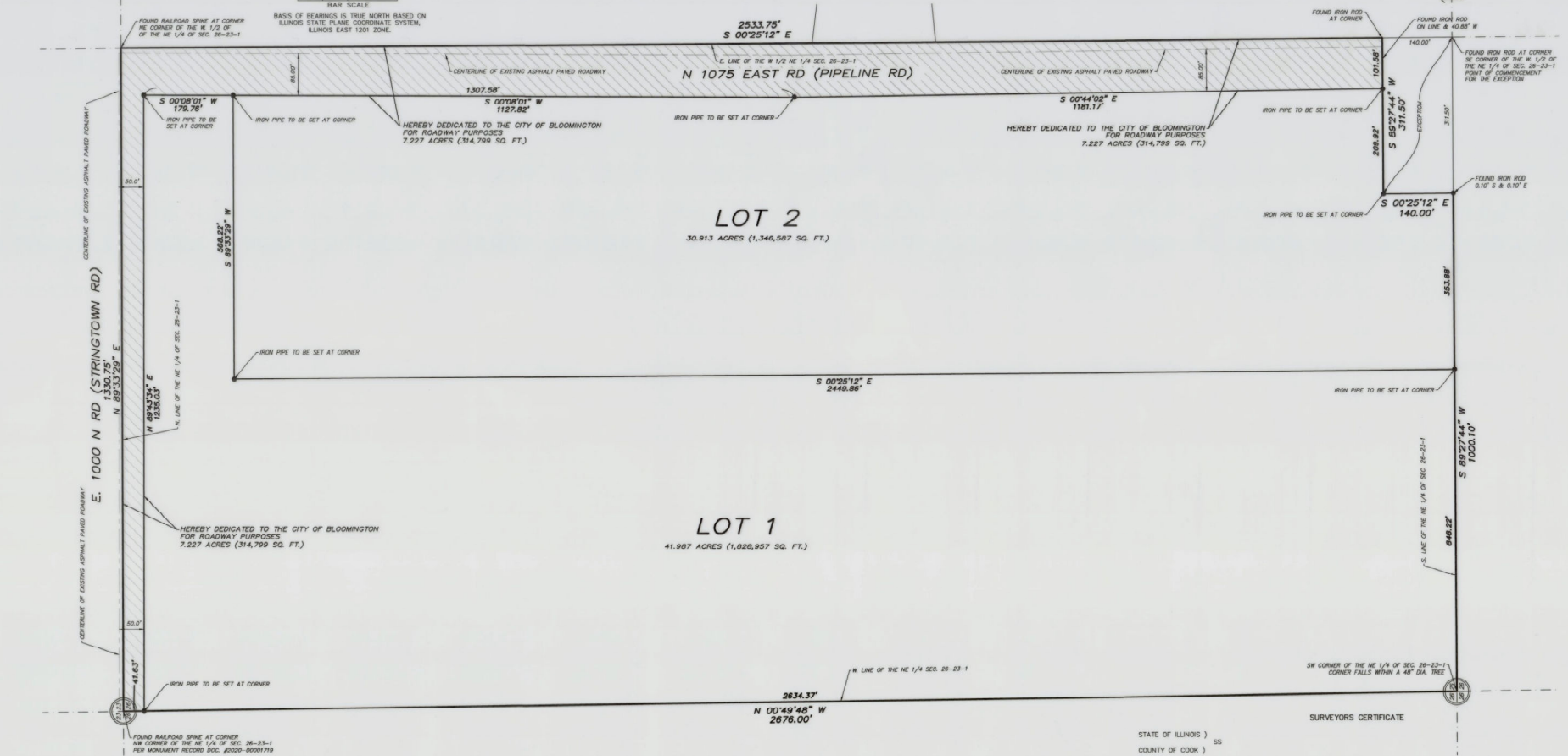
SUBDIVIDER
WT GROUP LLC, LLC
3000 CENTERS DRIVE - SUITE B411
HOFFMAN EST., IL 60192
224-293-6333

BLOOMINGTON TOWNSHIP SOLAR 1, LLC FINAL PLAT

PARCEL ID NO.: 20-26-200-006



BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.



PROPERTY AREA	
LOT 1:	41.987 ACRES (1,828,957 SQ. FT.)
LOT 2:	30.913 ACRES (1,346,587 SQ. FT.)
ROADWAY DEDICATION:	7.227 ACRES (314,799 SQ. FT.)
TOTAL:	80.217 ACRES (3,490,343 SQ. FT.)

- LEGEND**
- PROPERTY LINE
 - EXISTING CENTERLINE OF PAVED ROADWAY
 - (XXX) RECORD PROPERTY DIMENSIONS
 - IRON PIPE TO BE SET AT CORNER
 - ▨ HEREBY DEDICATED TO THE CITY OF BLOOMINGTON FOR ROADWAY PURPOSES
 - ▭ EASEMENT (HEREBY GRANTED)
 - ▭ EXISTING EASEMENTS TO REMAIN

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, CITY CLERK OF THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL "BLOOMINGTON TOWNSHIP SOLAR 1, LLC FINAL PLAT", PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL, HELD ON THE _____ DAY OF _____ BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBER OF SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____

CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED ON THE PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS FOR SAID CITY OF BLOOMINGTON OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS THIS _____ DAY OF _____

CITY ENGINEER
BLOOMINGTON, ILLINOIS.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO STATE THAT I, FRANCO L. MATIQC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF SAID NORTHEAST QUARTER SECTION, THENCE DUE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 311.50 FEET, THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, THENCE DUE EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER, 311.50 FEET, THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, TO THE PLACE OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

I FURTHER STATE THE PROPERTY IS LISTED AS FALLING WITHIN ZONE "X", DESCRIBED AS "AREAS OF MINIMAL FLOOD HAZARD" PER F.E.M.A. PANEL NO. 17113C0500R DATED JULY 16th, 2008

I FURTHER STATE THAT THE DIMENSIONS SHOWN ON THIS PLAT ARE GIVEN IN FEET AND DECIMALS OF A FOOT, AND THAT MONUMENTS WERE SET OR FOUND AT THE LOCATIONS INDICATED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE ILLINOIS STATE STANDARDS FOR A SUBDIVISION SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS 1st DAY OF DECEMBER A.D. 2025, AT HOFFMAN ESTATES, ILLINOIS.

FRANCO L. MATIQC - PLS #035-003556 EXPIRES 11/30/2028

NOTES:

- SUBDIVISION WAS PREPARED WITH THE AID OF A TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER 24000371383-01, HAVING AN EFFECTIVE DATE OF MAY 23rd, 2024.
- FIELD WORK COMPLETED ON JULY 2nd, 2025
- ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

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BLOOMINGTON TOWNSHIP SOLAR 1, LLC
FINAL PLAT
CITY OF BLOOMINGTON
MCLEAN COUNTY, ILLINOIS

ISSUE

TO	DATE
CLIENT	8/26/25
CLIENT	8/26/25
CLIENT	9/25/25
CLIENT	9/29/25
CLIENT	10/1/25
CLIENT	11/2/25
CLIENT	12/19/25

CHECK: FM
DRAWN: MMD
JOB: S2502014

SUB-1
SHEET 1 OF 1
PLAT OF SUBDIVISION

EXHIBIT A

LEGAL DESCRIPTION
BLOOMINGTON TOWNSHIP SOLAR 1, LLC

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF SAID NORTHEAST QUARTER SECTION; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 311.50 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, THENCE DUE EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER 311.50 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, TO THE PLACE OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS

PIN: 20-26-200-006

COUNTY CLERK'S CERTIFICATE

State of Illinois)
) SS
County of McLean)

I, KATNY MICHAEL, County Clerk of McLean County, State of Illinois,
do hereby certify that on the 24TH day of November, there were no
delinquent taxes unpaid, special assessments or delinquent special assessments against
the tract of land shown on the plat attached to this certificate and described in the
Certificates of the Surveyor attached hereto and to said plat.

PARCEL#: 20-26-200-006

Katny Michael

County Clerk, McLean County, Illinois

(Seal of said County)

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of Bloomington Township Solar 1, LLC in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Bloomington Township Solar 1, LLC" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Franjo I. Maticic, Registered Illinois Land Surveyor Number 035-003556; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for roadway purposes, the areas shown on said Plat

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 15 day of October, 2025.

David J. Kieser
David J. Kieser

Wilma I. Kieser
Wilma I. Kieser

NOTARY CERTIFICATE

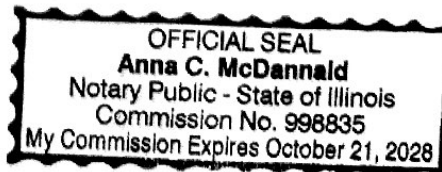
State of Illinois)
)ss.
County of McLean)

I, Anna C. McDannald, a Notary Public in and for the county and State aforesaid, do hereby certify that David J. Kieser and Wilma I. Kieser personally known to be the same persons whose names are subscribed to the foregoing owner's certificate, appeared before me, this day, in person and acknowledged the execution of this statement as their free and voluntary act.

Given under my hand and notarial seal this 15 day of October, 2025.

Anna C. McDannald
Notary Public

My commission expires 10/21/2028.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I David Kieser as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Bloomington Township Solar 1, LLC to the best of my knowledge, is located within the boundaries of CUSD 4 Heyworth in McLean County, Illinois.

Dated this 5th day of December, 2025.
David Kieser

Owner/Developer

State of Florida)
County of Lee)ss.

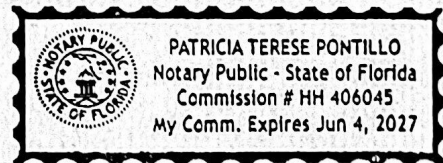
I, Patricia Pontillo, a Notary Public in and for the county and State aforesaid, do hereby certify that David Kieser, personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 5th day of December 2025

Patricia Terese Pontillo

Notary Public

My commission expires 6/4/27



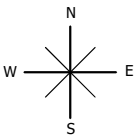
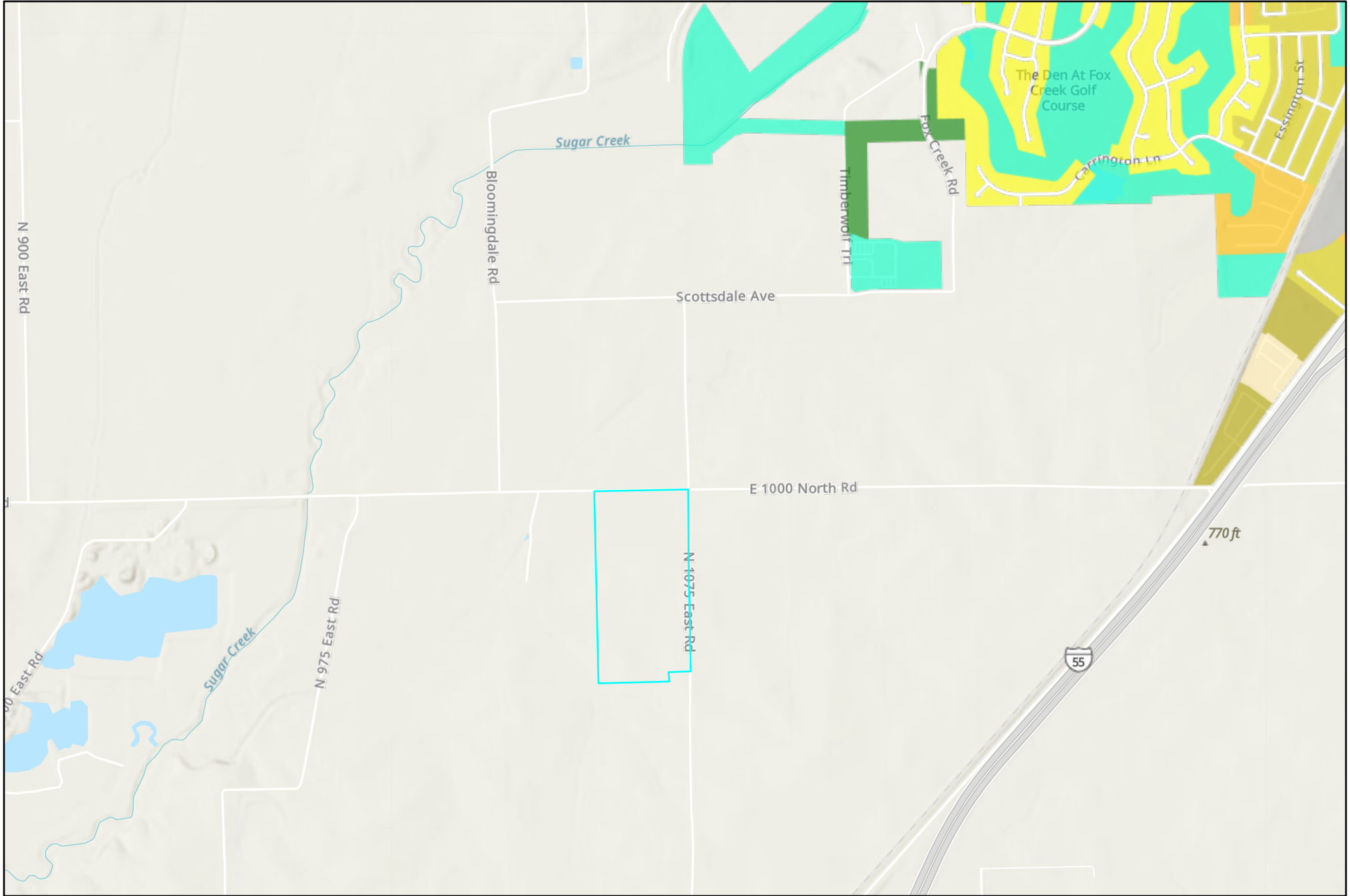


David J. & Wilma I. Kieser (Bloomington Township Solar 1, LLC)

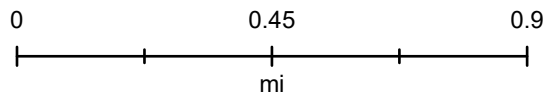
Date Prepared: 12/4/2025

Shown on Final Plat:		Initial
	Easements shown for all public improvements	N/A
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to DSD	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by DSD	Upon Dvlpmnt.

Bloomington Township Solar 1 Plat Location (ETJ)



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



1 inch = 2,347 feet

DRAINAGE STATEMENT

I, Charles D. Smith, Registered Professional Engineer, and

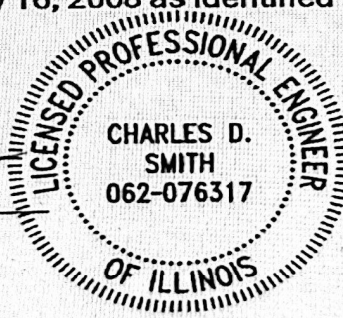
David + Wilma Kieser

being the owner(s) of the premises

heretofore platted by Franjo I. Maticic, Illinois Professional Land Surveyor No. 035-003556 to be and become "Bloomington Township Solar 1, LLC Final Plat" to the City of Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or Planned Unit Development, or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or Planned Unit Development.

I further certify that all or portions of Lots One and Two are within the Special Flood Hazard Area, Zone "X" described as "areas of Minimal Flood Hazard" per FEMA panel number 17113C0500R, dated July 16, 2008 as identified by the Federal Emergency Management Agency.

Charles D. Smith



Registered Professional Engineer

David Kieser

Wilma Kieser

OWNER(S):



Consent Agenda Item No. 7.O.

For City Council: December 15, 2025

Ward Impacted: Ward 2

Subject: Consideration and Action on an Ordinance Approving the Final Plat of the Kinder Subdivision for the Property Commonly Known as 9961 Kinder Road in Mclean County (Part of PIN: 21-29-100-001), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2a. Better quality roads and sidewalks

Background: The Applicant seeks approval of a subdivision within 1.5 miles of the City's current corporate limits, which is within the City's Extraterritorial Jurisdiction. The subject property sits at the corner of two future public collector/arterial roads, which means that planning for and accommodating right of way dedication is required prior to approval of such a subdivision. This plat provides for future right of way along Kinder Road and Goldberg Road, south of the I-55/I-74 interchange. No tap-on fees are due at this time.

If approved, this Final Plat will be recorded with a Plat Access Certificate to ensure the County has appropriate legal authority until the property is annexed, or the roadway(s) adjacent become the responsibility of the City.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all survey costs and legal fees associated with this request. The right-of-way is to be dedicated (donated) to the City for future improvements, but should not result in financial consequences in the interim.

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Final Plat
3. Petition
4. County Clerk's Certificate
5. Owner's Certificate
6. School District Certificate
7. Final Plat Checklist
8. Plat Location Map

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE KINDER SUBDIVISION FOR THE PROPERTY COMMONLY KNOWN AS 9961 KINDER ROAD IN MCLEAN COUNTY (PART OF PIN: 21-29-100-001)

WHEREAS, there was heretofore filed with the City of Bloomington (“City”), McLean County, Illinois, a Petition for approval of the Final Plat of the Kinder Subdivision, for the property legally described in Exhibit A (“Property”), which is commonly known as 9961 Kinder Road; and

WHEREAS, said Petition included a Final Plat prepared by Carl J. Krause, Illinois Professional Land Surveyor No. 1750, of Krause Surveying, Inc., dated November 4, 2025, depicted in Exhibit B (“Plat”); and

WHEREAS, the subject Property is within 1.5 miles of the corporate limits of the City and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois, through exercise of the City’s power of Extraterritorial Jurisdiction; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code, except for those exemptions and variations requested above; and

WHEREAS, said Final Plat meets the requirements for review as an Expedited Final Plat under § 24-305F, and it is appropriate to grant the requested exemptions or variations.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Final Plat of the Kinder Subdivision, dated November 4, 2025, for the subject Property, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved with the requested waivers and exemptions, subject to minor technical modifications and corrections.

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

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

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as

required by law.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Part of the Northwest 1/4 of Section 29, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, bounded and described as follows: Beginning at the Northwest corner of said Northwest 1/4 and running thence South 89°26'58" East, (grid bearing based on Illinois East State Plane Coordinates NAD83 2011), along the North line of said Northwest 1/4, 369.00 feet; thence South 01°52'57" East, parallel with the West line of said Northwest 1/4, 265.00 feet; thence North 89°26'58" West, parallel with said Northwest 1/4, 369.00 feet to a point on the West line of said Northwest 1/4 and thence North 01°52'57" West along said West line, 265.00 feet to the point of beginning. Subject to right-of-way for Kinder Road over the West side thereof. Containing 2.24 acres, more or less.

Address: 9961 Kinder Road
Part of PIN: 21-29-100-001

EXHIBIT B



Know what's below.
Call before you dig.

KINDER SUBDIVISION

A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS.

SURVEYORS CERTIFICATE

I, CARL J. KRAUSE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1750, HEREBY CERTIFY THAT I HAVE SURVEYED IN ACCORDANCE WITH THE LAWS AND USAGE OF THE STATE OF ILLINOIS AND THE COUNTY OF McLEAN THE FOLLOWING DESCRIBED TRACT:

THE NORTH 265 FEET OF THE WEST 369 FEET OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McLEAN COUNTY, ILLINOIS, SUBJECT TO RIGHT-OF-WAY FOR KINDER ROAD OVER THE WEST SIDE THEREOF, CONTAINING 2.24 ACRES, MORE OR LESS.

METES AND BOUNDS DESCRIPTION AS REQUESTED BY THE PLANNING MANAGER OF THE CITY OF BLOOMINGTON, ILLINOIS:

PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McLEAN COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE SOUTH 89°26'58" EAST, (GRID BEARING BASED ON ILLINOIS EAST STATE PLANE COORDINATES NAD83 2011), ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 369.00 FEET; THENCE SOUTH 01°52'57" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, 265.00 FEET; THENCE NORTH 89°26'58" WEST, PARALLEL WITH SAID NORTHWEST 1/4, 369.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 AND THENCE NORTH 01°52'57" WEST, ALONG SAID WEST LINE, 265.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO RIGHT-OF-WAY FOR KINDER ROAD OVER THE WEST SIDE THEREOF, CONTAINING 2.24 ACRES, MORE OR LESS.

I, FURTHER, CERTIFY THAT AT THE REQUEST OF THE OWNER, SAID TRACT IS TO BE KNOWN AS "KINDER SUBDIVISION", CONSISTING OF 1 LOT.

I, FURTHER CERTIFY THAT THIS TRACT DOES LIE WITHIN 1 1/2 MILES OF A CITY (BLOOMINGTON) WITH A COMPREHENSIVE PLAN THAT EXERCISES SUBDIVISION REVIEW.

I, FURTHER CERTIFY THAT THIS TRACT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER FIRM NO. 17113C0500E, DATED JULY 16, 2008

ILLINOIS PROFESSIONAL LAND SURVEYOR #1750
LICENSE EXPIRES NOVEMBER 30, 2026
OCTOBER 2 2025
Carl Krause
REVISION:
NOVEMBER 4, 2025
CHANGES MADE PER CITY OF BLOOMINGTON REVIEW



FINAL PLAT

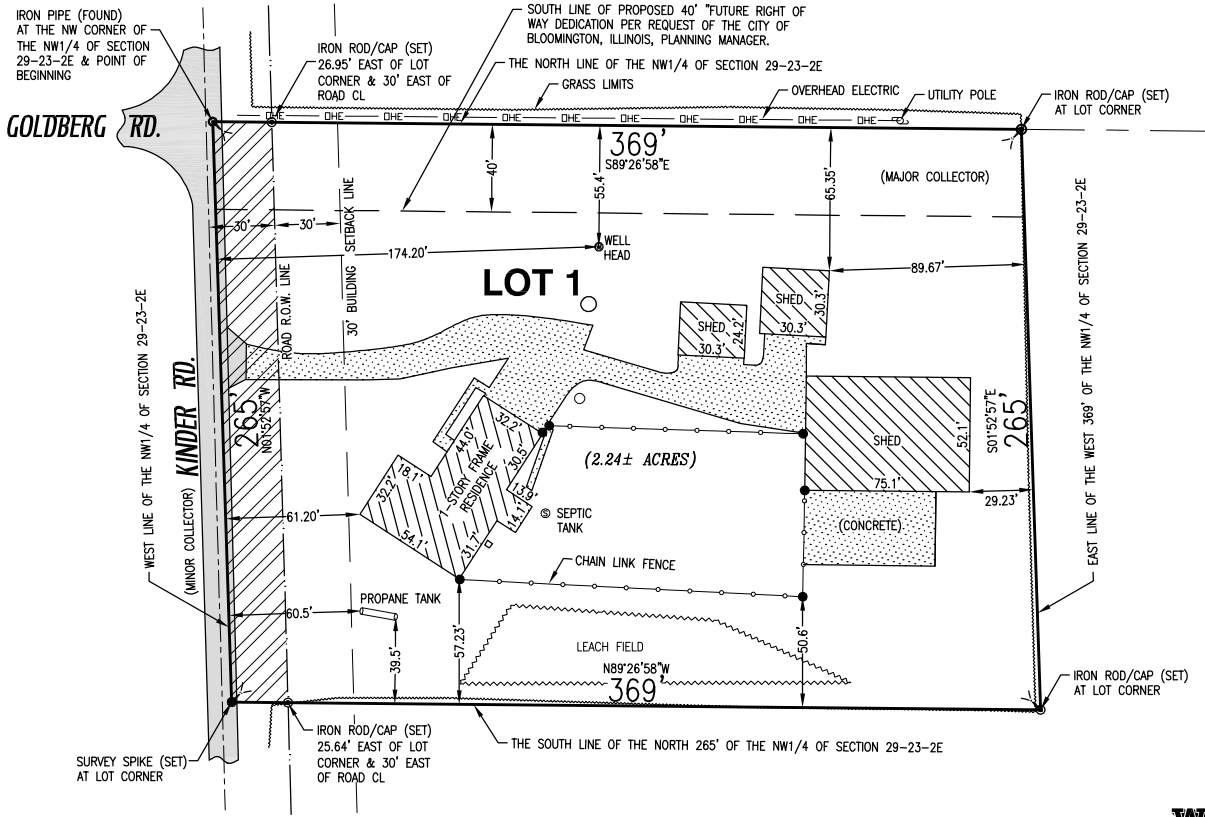
GRID BEARING BASED ON THE ILLINOIS EAST STATE PLANE COORDINATE SYSTEM. PREVIOUS DOCUMENTATION MAY HAVE ASSUMED DATA. THE RELATIONSHIP BETWEEN GRID AND NOTES: ASSUMED, ONE TO THE OTHER, REMAIN THE SAME.

- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT NUMBER 2552964C, DATED SEPTEMBER 17, 2025. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD OR NOT OF RECORD, AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN.
- PARENT LEGAL DESCRIPTION WAS PROVIDED BY THE CLIENT.
- PLEASE CHECK LAND DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY.
- COMPARE ALL POINTS BEFORE BUILDING BY SAME AND REPORT ANY DISCREPANCY AT ONCE.
- BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACT AND LOCAL BUILDING LINE REGULATION.



ILLINOIS PROFESSIONAL DESIGN FIRM #184-004647
"SERVING ILLINOIS LANDOWNERS FOR OVER 60 YEARS"
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PHONE (815) 676-0999 ~ FAX (815) 676-4999
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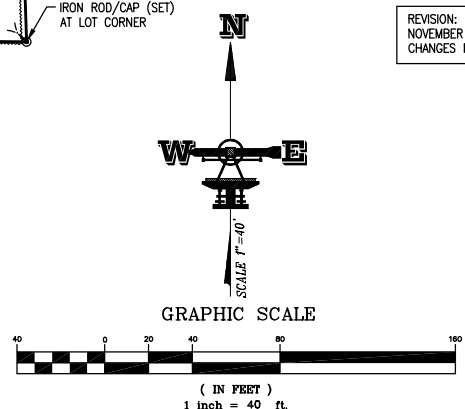
DISTANCES ARE MARKED IN FEET AND DECIMALS
ORDER NO.: 250602
ORDERED BY: ROGER KINDER
PAGE 1/2



LEGEND	
⊙	IRON ROD
○	IRON PIPE
●	SURVEY SPIKE
•	POST

	CONCRETE
	PAVEMENT
	AREA HEREBY DEDICATED FOR HIGHWAY PURPOSES

P.I.N. OF PARENT TRACT IS 21-29-100-001
OWNER:
ROGER KINDER
9961 KINDER RD.
BLOOMINGTON, IL 61705
SITE ADDRESS:
9961 KINDER RD.
BLOOMINGTON, IL 61705





KINDER SUBDIVISION

A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS.

CERTIFICATES

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PREMISES EMBODIED IN THE ATTACHED PLAT OF SUBDIVISION IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, AND THAT WE HAVE CAUSED SAID PLAT TO BE MADE AND THAT IT IS A TRUE AND CORRECT PLAT OF "KINDER SUBDIVISION" IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AS LAID OFF IN 1 LOT BY CARL J. KRAUSE, REGISTERED ILLINOIS LAND SURVEYOR NUMBER 1750; AND WE, THE UNDERSIGNED, HEREBY DEDICATE AND SET APART TO THE CITY OF BLOOMINGTON FOR GENERAL UTILITY PURPOSES, (AND FURTHER DEDICATED THE PUBLIC USE AREAS AS SHOWN ON SAID PLAT)*

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED OUR SEALS THIS _____ DAY OF _____, 2025.

[See separate document for signature](#)

SIGNATURE

*WHERE DEDICATION IS REQUIRED UNDER SECTION 3.5.

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING OWNER'S STATEMENT, APPEARED BEFORE ME, THIS DAY, IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2025.

[See separate document for signature](#)

NOTARY PUBLIC

MY COMMISSION EXPIRES _____.

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, KATHY MICHAEL, COUNTY CLERK OF MCLEAN COUNTY, STATE OF ILLINOIS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2025, THERE WERE NO DELINQUENT GENERAL OR SPECIAL ASSESSMENTS UNPAID, SPECIAL ASSESSMENTS OR DELINQUENT SPECIAL ASSESSMENTS UNPAID AGAINST THE TRACT OF LAND SHOWN ON THE PLAT ATTACHED TO THIS CERTIFICATE AND DESCRIBED IN THE CERTIFICATE OF THE SURVEYOR ATTACHED HERETO AND TO SAID PLAT.

[See separate document for signature](#)

COUNTY CLERK, MCLEAN COUNTY, ILLINOIS

DRAINAGE STATEMENT

I, Neil Piggush _____, REGISTERED PROFESSIONAL ENGINEER, AND

Roger Kinder _____ BEING THE OWNERS OF THE PREMISES HERETOFORE PLATTED BY CARL J. KRAUSE JR., ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1750 TO BE AND BECOME THE KINDER SUBDIVISION TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS DO HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAID SUBDIVISION OR PLANNED UNIT DEVELOPMENT, OR ANY PART THEREOF; OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION OR PLANNED UNIT DEVELOPMENT.

I, AS REGISTERED PROFESSIONAL ENGINEER, FURTHER CERTIFY THAT ALL OR PORTIONS OF THE KINDER SUBDIVISION ARE NOT WITHIN THE SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

REGISTERED PROFESSIONAL ENGINEER

(SIGNATURE)

OWNER

[To be signed prior to recording](#)

(SIGNATURE)

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS)
COUNTY OF MCLEAN)

I, _____, CITY CLERK OF THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL "(TITLE)", PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL, HELD ON THE _____ DAY OF _____, 2025, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS OF SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, 2025.

[To be signed prior to recording](#) _____ CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS)
COUNTY OF MCLEAN)

I, _____, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS FOR SAID CITY OF BLOOMINGTON OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS, THIS _____ DAY OF _____, 2025.

[To be signed prior to recording](#) _____ CITY ENGINEER BLOOMINGTON, ILLINOIS

SCHOOL DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT I _____ AS OWNER/DEVELOPER OF THE PROPERTY HEREIN DESCRIBED IN THE SURVEYOR'S CERTIFICATE, WHICH WILL BE KNOWN AS "KINDER SUBDIVISION", TO THE BEST OF MY KNOWLEDGE, IS LOCATED WITHIN THE BOUNDARIES OF SCHOOL DISTRICT _____ IN MCLEAN COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 2025.

[See separate document for signature](#)

OWNER/DEVELOPER

KRAUSE SURVEYING INC.
ILLINOIS PROFESSIONAL DESIGN FIRM #184-004647
"SERVING ILLINOIS LANDOWNERS FOR OVER 60 YEARS"
115 WEST HACK ST. - P.O. BOX 336 - CULLOM, IL 60929
PHONE (815) 676-0999 ~ FAX (815) 676-4999
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DISTANCES ARE MARKED IN FEET AND DECIMALS
ORDER NO.: 250602
ORDERED BY: ROGER KINDER **PAGE 2/2**

PETITION FOR APPROVAL OF EXPEDITED FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now come(s) *ROGER KINDER*, hereinafter referred to as "Petitioner(s)", respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate therein of the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Expedited Final Plat for the subdivision of said property to be known and described *KINDER SUBDIVISION*;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the *KINDER SUBDIVISION*, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

Roger Kinder

Name: ROGER KINDER
Title: PROPERTY OWNER
Date: 11-25-25

EXHIBIT A

LEGAL DESCRIPTION KINDER SUBDIVISION

Part of the Northwest 1/4 of Section 29, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, bounded and described as follows: Beginning at the Northwest corner of said Northwest 1/4 and running thence South 89°26'58" East, (grid bearing based on Illinois East State Plane Coordinates NAD83 2011), along the North line of said Northwest 1/4, 369.00 feet; thence South 01°52'57" East, parallel with the West line of said Northwest 1/4, 265.00 feet; thence North 89°26'58" West, parallel with said Northwest 1/4, 369.00 feet to a point on the West line of said Northwest 1/4 and thence North 01°52'57" West along said West line, 265.00 feet to the point of beginning. Subject to right-of-way for Kinder Road over the West side thereof. Containing 2.24 acres, more or less.

PART OF PIN(S): 21-29-100-001

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on the 19 day of November, 2025, there were no delinquent taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the plat attached to this certificate and described in the Certificates of the Surveyor attached hereto and to said Plat.

PARCEL: 21-29-100-001

Kathy Michael

County Clerk, McLean County, Illinois

(Seal of Said County)

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of **KINDER SUBDIVISION** in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "**KINDER SUBDIVISION**" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by **Carl J. Krause**, Registered Illinois Land Surveyor Number **1750**; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 25 day of November, 2025.

Roger Kinder
Signature

*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

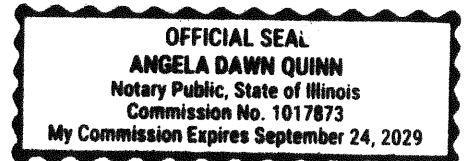
State of Illinois)
)ss.
County of McLean)

I, Angela D. Quinn Notary Public in and for the county and State aforesaid, do hereby certify that Roger Kinder personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 25 day of November, 2025.

Angela D. Quinn
Notary Public

My commission expires September 24, 2029



SCHOOL DISTRICT CERTIFICATE

This is to certify that I, **Roger Kinder**, as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as the **Kinder Subdivision**, to the best of my knowledge, is located within the boundaries of **McLean County Unity District No. 5** in McLean County, Illinois.

Dated this 25 day of November, 2025.

Roger Kinder
Owner/Developer

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Angela D. Quinn, a Notary Public in and for the county and State aforesaid, do hereby certify that **Roger Kinder** personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 25 day of November, 2025.

Angela D. Quinn
Notary Public

My commission expires Sept. 24, 2029.



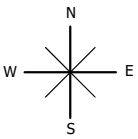
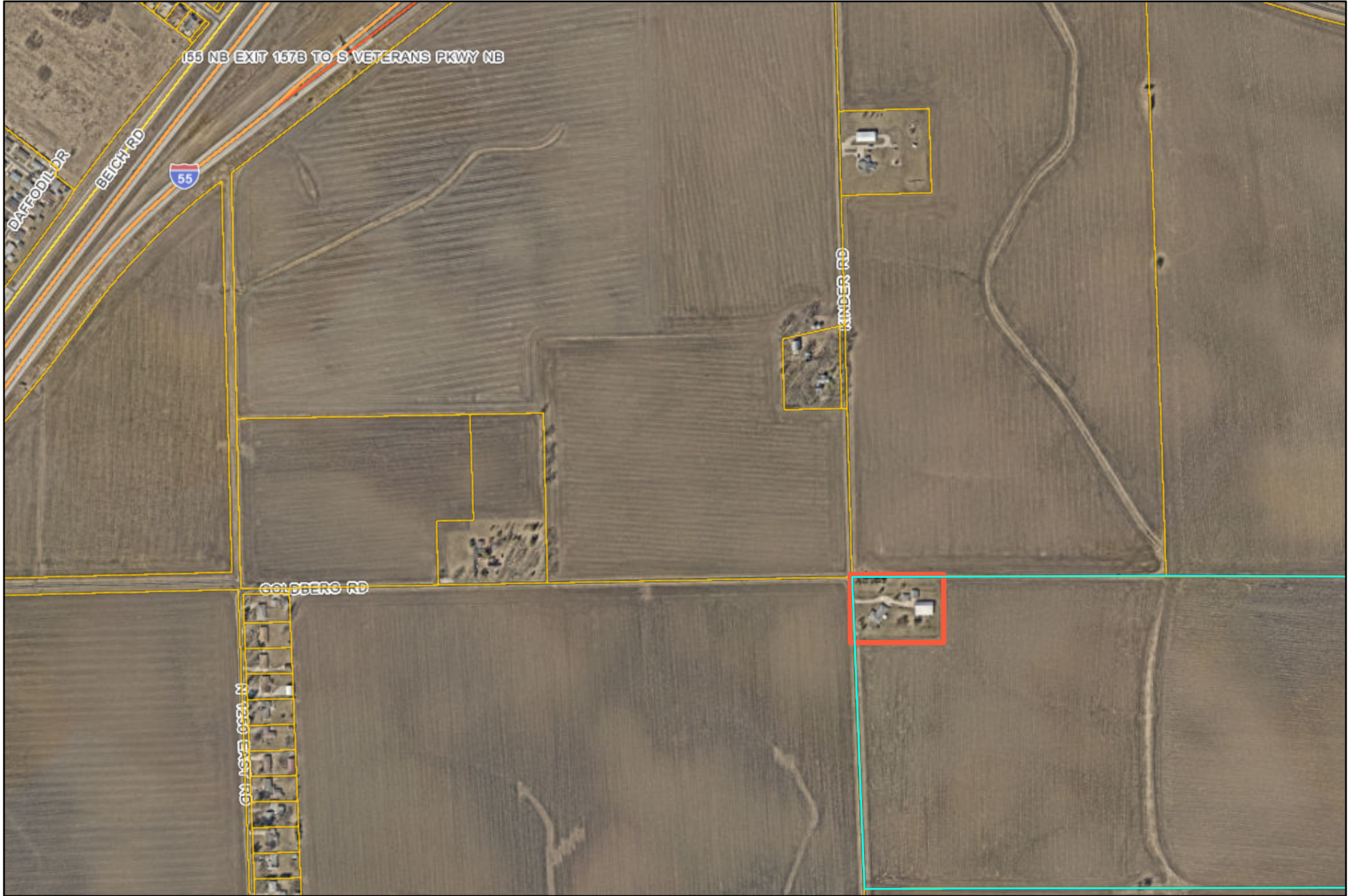


Roger Kinder (Kinder Subdivision)

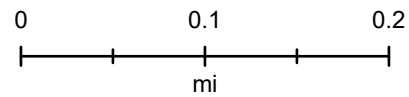
Date Prepared: 12/9/2025

Shown on Final Plat:		Initial
	Easements shown for all public improvements	N/A
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to DSD	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by DSD	N/A

Kinder Subdivision (Part of PIN: 21-29-100-001)



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



1 inch = 723 feet



Regular Agenda Item No. 8.A.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, in the Amount of \$25,320,384, as requested by the Finance Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: Rate and EAV:

The calculation of the property tax rate is produced by taking the tax levy, a fixed amount, and dividing that by the Equalized Assessed Value ("EAV"). The final EAV will not be produced until January 1st, 2026, therefore, the City must adopt its levy based on preliminary estimates.

Tax Formula: Requested Levy / Preliminary EAV = Tax Rate

The City of Bloomington uses the preliminary EAV provided by the McLean County Supervisor of Assessments for the upcoming tax year. This year, the preliminary EAV, as of September 23rd, was \$2,678,477,189. That is a \$209.6M increase over the prior year's final EAV of \$2,468,852,375. The City anticipates some EAV challenges to be successful prior to the final EAV being set, as well as some adjustments to properties exempt from value increases, and therefore proposes reducing the EAV to \$2,663,477,189 (a reduction of approximately \$15M) – for purposes of providing this Estimate. That estimate total results in a \$194.6M – 7.88% increase in EAV over the 2024 final.

What is the Levy Used For:

The City's tax levy provides foundational support for a wide range of General Fund services, including debt service, public safety, parks and recreation, pensions, and other essential municipal operations. While the levy helps offset these costs, the General Fund must still rely heavily on other revenue sources to fully fund these services. For example, in 2024, the levy covered only a small portion of several major service areas, including: (1) Police Protection received \$1.5M from the levy while \$25.2M was funded by the General Fund; (2) Fire Protection received \$1.9M while \$13.8M was funded by the General Fund; (3) Parks and Recreation received \$1.0M while \$8.2M was funded by the General Fund; and (4) pension obligations received \$9.6M from the levy with \$4.1M was funded by the General Fund.

Proposed Final 2025 Levy:

On November 24, 2025, the City Council approved a 2025 Levy Estimate of \$25,320,384. The proposed final levy has not changed from that amount. This recommendation allocates \$1

million each toward Police Protection, Fire Protection, and Parks to help offset the longstanding gap between levy support and the true cost of providing these essential services. This approach strengthens the General Fund, maintains service levels, and keeps the proposed rate (.95065%) well below the historic average of 1.09%.

Please see Exhibit 2025 Tax Levy for historical levy and rate information. The exhibit also highlights the impact on a residential property owner – providing scenarios for both a flat assessment and one that has increased by 7.8% = the approximate average increase.

Tax Levy Procedure:

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than 20 days before the adoption of the final tax levy. 35ILCS 200/18-85 requires said estimate to be compared to the prior year's aggregate levy (excluding amounts for bond debt service), and if a 5% increase exists, then a public hearing, in addition to a public notice, must occur. A public notice related to this hearing must be published not more than 14 days, nor less than 7 days before the date of the hearing. The 2025 proposed tax levy of \$25,320,384 is a 13.44% increase over the 2024 final levy. Therefore, a public hearing notice was published on December 5th, 2025, and a public hearing was held on December 15, 2025.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December, which is December 29th.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Finance Department recommends that Council adopt the tax levy of \$25,320,384 for the City of Bloomington.

Attachments:

1. Ordinance - 2025 Tax Levy
2. 2025 Tax Levy

ORDINANCE NO. 2025 - ____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2025, AND ENDING APRIL 30, 2026, IN THE AMOUNT OF \$25,320,384

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

SECTION 1. (a) The sum of Twenty Five Million, Three Hundred Twenty Thousand and Three Hundred Eighty Four dollars (\$25,320,384) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2025, and ending April 30, 2026, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2025, and ending April 30, 2026, as passed by the City Council of said City at its regular meeting held on the 14th of April, 2025, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right-hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected form said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2025, for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I.	General Corporate Purposes	\$3,279,212
II.	Police Protection Fund	\$2,526,473
III.	Fire Protection Fund	\$2,900,228
IV.	Public Parks	\$2,001,454
V.	Fire Pension Fund	\$4,896,000
VI.	Police Pension Fund	\$4,708,000
VII.	Illinois Municipal Retirement Fund	\$1,555,626
VIII.	FICA Taxes Fund	\$1,581,010
IX.	General Bond and Interest	<u>\$1,872,381</u>
		\$25,320,384

SECTION 2. The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section 1 of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2025, and ending April 30, 2026.

SECTION 3. If any section, subdivision, sentence, or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4. Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either the statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purposes shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$25,320,384.

SECTION 5. This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

SECTION 6. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

**TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK**

I, the undersigned, hereby certify that I am the presiding officer of the City of Bloomington and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension, and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____

Dan Brady, Mayor

**2025 Estimated & Historical Tax Levy
For FY2027 Budget Year**

City of Bloomington

Levy Type	2025 Proposed Tax Levy	2024 Tax Levy	2023 Tax Levy	2022 Tax Levy	2021 Tax Levy
BONDS & INTEREST	\$1,872,381	\$1,872,381	\$1,683,345	\$969,879	\$1,804,533
FIRE PENSION	\$4,896,000	\$4,896,000	\$4,896,000	\$4,896,000	\$4,196,000
FIRE PROTECTION	\$2,900,228	\$1,900,228	\$1,900,228	\$1,900,228	\$1,900,228
GENERAL CORPORATE	\$3,279,212	\$3,279,212	\$3,468,248	\$4,181,714	\$3,347,060
IMRF	\$1,555,626	\$1,555,626	\$1,855,626	\$1,855,626	\$1,855,626
POLICE PENSION	\$4,708,000	\$4,708,000	\$4,708,000	\$4,708,000	\$4,008,000
POLICE PROTECTION	\$2,526,473	\$1,526,473	\$1,526,473	\$1,526,473	\$1,526,473
PUBLIC PARKS	\$2,001,454	\$1,001,454	\$1,001,454	\$1,001,454	\$1,001,454
SOCIAL SECURITY	\$1,581,010	\$1,581,010	\$1,281,010	\$1,281,010	\$1,281,010
TOTALS	\$25,320,384	\$22,320,384	\$22,320,384	\$22,320,384	\$20,920,384
Dollar Increase/(Decrease)	\$3,000,000	\$0	\$0	\$1,400,000	\$275,000
Percent Increase/(Decrease)	13.44%	0.00%	0.00%	6.69%	1.33%
EAV	2,663,477,189	2,468,852,375	2,248,095,820	2,048,944,043	1,926,553,423
Estimated Tax Rate	0.95065%	0.90408%	0.9929%	1.0894%	1.0859%
Rate Change	0.0466%	-0.0888%	-0.0965%	0.0035%	-0.0078%

Residential Tax Scenarios:	2025 Proposed	2024 Final
House Flat EAV (200K value)	\$66,667	\$66,667
Total Tax	\$633.77	\$602.72
Tax Increase Flat EAV	\$31.05	
Increase per month	\$2.59	
House 7.8% EAV (215.6K value)	\$71,867	
Total Tax	\$683.20	
Tax Increase 7.8% EAV	\$80.48	
Increase per month	\$6.71	



Regular Agenda Item No. 8.B.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington Public Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, in the Amount of \$6,960,000, as requested by the Library Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The calculation of the property tax rate is produced by taking the tax levy, a fixed amount, and dividing that by the Equalized Assessed Value ("EAV"). The final EAV will not be produced until January 1st, 2026, therefore, the City must adopt its levy based on preliminary estimates.

Tax Formula: Requested Levy / Preliminary EAV = Tax Rate

The City of Bloomington and Bloomington Public Library use the preliminary EAV provided by the McLean County Supervisor of Assessments for the upcoming tax year. This year the preliminary EAV, as of September 23rd, was \$2,678,477,189. That is a \$209.6M increase over the prior year's final EAV of \$2,468,852,375. The City anticipates some EAV challenges to be successful prior to the final EAV being set, as well as some adjustments to properties exempt from value increases, and therefore proposes reducing the EAV to \$2,663,477,189 (a reduction of approximately \$15M) – for purposes of providing this Estimate. That estimate total results in a \$194.6M - 7.88% increase in EAV over the 2024 final.

Bloomington Public Library Levy Request of \$6,960,000:

The Library proposes a decrease in the rate for this year's Levy. See *FIN 2B 2025 Tax Levy Estimate* (attached) for historical details. The final EAV will determine the final rate.

This levy proposal reflects an increase of \$252,725 for Library Operations to cover increased costs. This increase is partially offset by a decrease of \$120,000 for Library Expansion (i.e. bond repayment), which is made possible by the Library Board's commitment to allocate \$120,000 from the Library's Capital Reserve Fund toward the 2026 bond repayment obligations. Ultimately, this levy proposal reflects a net increase of \$132,725, which is a 1.94% increase from the prior year's levy, as compared to the overall 7.88% increase in the estimated EAV. If approved, this will result in a rate reduction.

The Library relies primarily on the tax levy as its source of funding. It does not benefit from economically driven revenues such as sales taxes. Therefore, to maintain consistent service,

the Library's levy must at a minimum keep pace with inflation.

2025 Proposed Tax Levy Rate Calculations:

Bloomington Public Library:

Levy Request of \$6,960,000 / EAV of \$2,663,477,189 = .26131% (prior year = .27654%) (Rate reduction of .01522%)

The Bloomington Public Library Levy Request of \$6,960,000 has not changed from the Estimate adopted on November 24, 2025.

Tax Levy Procedure:

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than 20 days prior to the adoption of the final tax levy. This was completed on November 24th, 2025. 35ILCS 200/18-85 requires said estimate to be compared to the prior year's aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. A public notice related to this hearing must be published not more than 14 days, nor less than 7 days prior to the date of the hearing.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December which is December 31st. Therefore, the adoption of the 2025 Tax Levy Ordinance is on the Council's December 15th, 2025 meeting agenda.

The final EAV will be completed by January 1st, 2026. The tax rate generated is later applied to individual property owner's tax bills on April 1st, 2026, and bills are sent out on May 1st due by June 1st and September 1st.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Bloomington Public Library Board of Trustees and Finance recommends the Council adopt the tax levy estimate of \$6,960,000 for the Bloomington Public Library.

Attachments:

1. Ordinance - 2025 Library Tax Levy
2. 2025 Tax Levy Estimate

ORDINANCE 2025 - _____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON - BLOOMINGTON PUBLIC LIBRARY, MCLEAN COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2025, AND ENDING APRIL 30, 2026, IN THE AMOUNT OF \$6,960,000

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

SECTION 1. (a) The sum of Six Million, Nine Hundred Sixty Thousand (\$6,960,000) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2025, and ending April 30, 2026, for the Public Library as appropriated for the fiscal year beginning May 1, 2025, and ending April 30, 2026, as passed by the City Council of said City at its regular meeting held on the 14th of April, 2025, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the righthand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON - LIBRARY, MCLEAN COUNTY, ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2025 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

Public Library Fund	\$6,960,000
---------------------	-------------

SECTION 2. The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2025, and ending April 30, 2026.

SECTION 3. If any section, subdivision, sentence, or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4. Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either the statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund.

SECTION 5. This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois

regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

SECTION 6. 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 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 15th day of December 2025.

APPROVED this day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of the City of Bloomington, and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____

Dan Brady, Mayor

**2025 Proposed & Historical Tax Levy
For FY2027 Budget Year**

Bloomington Public Library

Levy Type	2025 Proposed Tax Levy (collected in 2026 for FY27)	2024 Tax Levy	2023 Tax Levy	2022 Tax Levy	2021 Tax Levy	2020 Tax Levy
LIBRARY OPERATIONS	\$ 5,995,000	\$ 5,742,275	\$ 5,495,000	\$ 5,185,600	\$ 5,017,785	\$ 4,967,785
LIBRARY EXPANSION	\$ 965,000	\$ 1,085,000	\$ 1,085,000	\$ 1,085,000	\$ 850,000	\$ -
TOTAL	\$ 6,960,000	\$ 6,827,275	\$ 6,580,000	\$ 6,270,600	\$ 5,867,785	\$ 4,967,785
Operations Increase	\$ 252,725	\$ 247,275	\$ 309,400	\$ 167,815	\$ 50,000	\$ 32,426
Expansion Project Increase	\$ (120,000)	\$ -	\$ -	\$ 235,000	\$ 850,000	\$ -
Dollar Increase/(Decrease)	\$ 132,725	\$ 247,275	\$ 309,400	\$ 402,815	\$ 900,000	\$ 32,426
Percent Increase/(Decrease)	1.94%	3.76%	4.93%	6.86%	18.12%	0.66%
EAV	2,663,477,189	2,468,852,375	2,248,095,820	2,048,944,043	1,926,553,423	1,887,703,781
Estimated Operating Tax Rate	0.22508%	0.23259%	0.24443%	0.25309%	0.26045%	0.26317%
Estimated Expansion Tax Rate	0.03623%	0.04395%	0.04826%	0.05295%	0.04412%	0.00000%
Estimated Tax Rate	0.26131%	0.27654%	0.29269%	0.30604%	0.30457%	0.26317%
Inc in Operating Tax Rate	-0.00751%	-0.01184%	-0.00866%	-0.00737%	-0.00271%	0.00087%
Inc in Expansion Tax Rate	-0.00772%	-0.00432%	-0.00469%	0.00883%	0.04412%	0.00000%
Increase in Rate	-0.01522%	-0.01616%	-0.01335%	0.00147%	0.04141%	0.00087%
House EAV (165K full value)	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667
Tax Increase	\$ (10.15)	\$ (10.77)	\$ (8.90)	\$ 0.98	\$ 27.61	\$ 0.58

Taxes for a \$200,000 house	\$ 174.21	\$ 184.36	\$ 195.13	\$ 204.03	\$ 203.05	\$ 175.44
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Regular Agenda Item No. 8.C.

For City Council: December 15, 2025

Ward Impacted: City Wide

Subject: Consideration and Action to Approve Two Resolutions Abating Property Taxes Totalling Approximately \$7,432,774.72, including: (1) a Resolution Abating All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois; and (2) a Resolution Abating Tax Levy for Rent Payable Under Lease Agreement Between the Public Building Commission, McLean County, and the City of Bloomington, as requested by the Finance Department.

Recommended Motion: The proposed Resolutions be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: The adoption of the proposed resolutions are required to abate property tax for debt service and rental payments the City intends to pay from funding sources other than property tax revenue. The City's bond ordinances secure issued debt with property tax revenue, unless sufficient funds are available elsewhere to secure the debt. This covenant, which guarantees payment to investors, increases the marketability of City bonds and reaps potentially lower interest rates on debt service payments. A Council action is required to abate the Bond & Interest portion of the tax levy, which must be filed with the County Clerk's office. We recommend abating \$7,432,774.72 of the 2025 tax levy for annual debt service and rental payments whereas the City has funds set aside to cover this balance.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The City will abate \$7,432,774.72 in annual debt service and rent and levy only \$1,872,381 in the 2025 property tax levy or approximately 20% of total annual debt service.

Attachments:

1. Resolution - 2025 Bond Tax Levy Abatement
2. Resolution - 2025 PBC Tax Levy Abatement
3. 2025 Tax Levy Abatements by Issue

RESOLUTION NO. 2025 - _____

A RESOLUTION ABATING ALL OR A PORTION OF THE TAXES HERETOFORE LEVIED TO PAY DEBT SERVICE ON CERTAIN GENERAL OBLIGATION BONDS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

WHEREAS, the City Council (the “*City Council*”) of the City of Bloomington, McLean County, Illinois (the “*City*”), by ordinances of the City Council adopted on the 28th day of March, 2022, 22nd day of February, 2021, 26th day of November, 2018, 14th day of July, 2014, 14th day of October, 2013 and the 27th day of May, 2025 (as supplemented, the “*Bond Ordinances*”), has heretofore issued and has outstanding its general obligation bonds, as further described on Exhibit A attached hereto (collectively, the “*Bonds*”); and

WHEREAS, duly certified copies of the Bond Ordinances were filed in the office of the County Clerk of The County of McLean, Illinois (the “*County Clerk*”); and

WHEREAS, the City Council has determined and does hereby determine that the City has funds on hand and lawfully available (the “*Available Funds*”) to pay all or a portion of the principal of and interest on the Bonds due on December 1, 2026, and on June 1, 2027 (collectively, the “*Debt Service Payments*”); and

WHEREAS, the City Council has further determined and does hereby further determine that it is necessary and in the best interests of the City to apply the Available Funds to the Debt Service Payments and abate all or a portion of the taxes heretofore levied in the Bond Ordinances for the year 2025 for the Debt Service Payments; and

WHEREAS, the Available Funds have been deposited to the credit of the bond and interest funds of the City established pursuant to the Bond Ordinances for the purpose of paying principal of and interest on the Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1. *Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct, and does incorporate them into this Resolution by this reference.

SECTION 2. *Abatement of Tax.* The taxes heretofore levied in the Bond Ordinances for the year 2024 shall be abated by the amount of the Available Funds, as more particularly described in Exhibit B attached hereto.

SECTION 3. *Filing of Resolution.* Forthwith, upon the adoption of this Resolution, the City Clerk shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate the taxes heretofore levied in the Bond Ordinances for the year 2025 in accordance with the provisions hereof.

SECTION 4. *Effective Date.* This Resolution shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

THE BONDS, DESCRIBED AS FOLLOWS:

**TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A
AND
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B**

Original principal amount:	\$14,920,000 – Series 2014A \$9,700,000 – Series 2014B
Dated:	September 4, 2014
Originally issued:	September 4, 2014
Amount outstanding:	\$14,900,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

\$7,405,000 Taxable General Obligation Refunding Bonds, Series 2014A

Year	Amount (\$)	Rate (%)
2026	695,000	3.75
2027	725,000	3.75
2028	755,000	3.75
2029	785,000	3.75
2030	815,000	4.15
2031	850,000	4.15
2032	890,000	4.15
2033	925,000	4.15
2034	965,000	4.15

\$7,495,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

Year	Amount (\$)	Rate (%)
2026	820,000	3.00
2027	930,000	3.00
2028	1,050,000	3.00
2029	535,000	3.25
2030	630,000	3.50
2031	720,000	3.75
2032	830,000	3.75
2033	930,000	3.75
2034	1,050,000	3.75

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 A

Original principal amount: \$11,845,000
Dated: December 13, 2018
Originally issued: December 13, 2018
Amount outstanding: \$3,685,000

Maturing (or subject to redemption) on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount (\$)	Rate (%)
2026	1,335,000	3.22
2027	1,380,000	3.34
2028	970,000	3.44

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

Original principal amount: \$3,639,000
Dated: March 4, 2021
Originally issued: March 4, 2021
Amount outstanding: \$2,194,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>Year</u>	<u>Amount (\$)</u>	<u>Rate (%)</u>
2026	1,116,000	0.560
2027	1,078,000	0.690

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022

Original principal amount: \$19,475,000
 Dated: May 24, 2022
 Originally issued: May 24, 2022
 Amount outstanding: \$18,155,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount (\$)	Rate (%)
2026	710,000	5.000
2027	745,000	5.000
2028	785,000	5.000
2029	825,000	5.000
2030	865,000	5.000
2031	905,000	5.000
2032	950,000	5.000
2033	1,000,000	5.000
2034	1,050,000	5.000
2035	1,100,000	5.000
2036	1,155,000	5.000
2037	1,215,000	4.000
2038	1,265,000	4.000
2039	1,315,000	4.000
2040	1,365,000	4.125
2041	1,425,000	4.125
2042	1,480,000	4.125

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025

Original principal amount: \$33,245,000
 Dated: June 17, 2025
 Originally issued: June 17, 2025
 Amount outstanding: \$33,245,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount (\$)	Rate (%)
2026	575,000	5.000
2027	535,000	5.000
2028	560,000	5.000
2029	590,000	5.000
2030	620,000	5.000
2031	650,000	5.000
2032	680,000	5.000
2033	715,000	5.000
2034	750,000	5.000
2035	790,000	5.000
2036	830,000	5.000
2037	870,000	5.000
2038	915,000	5.000
2039	960,000	5.000
2040	1,005,000	4.375
2041	1,050,000	4.500
2042	1,100,000	4.500
2043	1,145,000	4.625
2044	1,200,000	4.625
2045	1,255,000	4.750
2046	1,315,000	4.750
2047	1,380,000	4.750
2048	1,445,000	4.750
2055	12,310,000	5.000

EXHIBIT B

TAXES LEVIED AND TO BE ABATED:

TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

<u>Levy Year</u>	<u>Amount of Tax Levied Pursuant to Bond Ordinance (\$)</u>	<u>Amount of Tax Heretofore Abated (\$)</u>	<u>Amount of Tax Now Abated (\$)</u>	<u>Amount of Tax to be Extended (\$)</u>
2025	3,200,000.00	1,044,382.50	2,155,618.00	0.00
2026	3,200,000.00	949,470.00	0.00	2,250,530.00
2027	3,200,000.00	1,494,282.50	0.00	1,705,717.50
2028	3,200,000.00	1,416,107.50	0.00	1,783,892.50
2029	3,200,000.00	1,346,980.00	0.00	1,853,020.00
2030	3,200,000.00	1,259,255.00	0.00	1,940,745.00
2031	3,200,000.00	1,192,315.00	0.00	2,007,685.00
2032	3,200,000.00	1,105,577.50	0.00	2,094,422.50

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 A

<u>Levy Year</u>	<u>Amount of Tax Levied Pursuant to Bond Ordinance (\$)</u>	<u>Amount of Tax Now Abated (\$)</u>	<u>Amount of Tax to be Extended (\$)</u>
2025	1,435,953.50	1,435,953.50	0.00
2026	1,436,414.00	0.00	1,436,414.00
2027	986,684.00	0.00	986,684.00

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance (\$)	Amount of Tax Now Abated (\$)	Amount of Tax to be Extended (\$)
2025	1,085,438.20	0.00	1,085,438.20

GENERAL OBLIGATION BONDS, SERIES 2022

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance (\$)	Amount of Tax Now Abated (\$)	Amount of Tax to be Extended (\$)
2025	1,541,937.52	754,994.72	786,942.80
2026	1,544,687.52	0.00	1,544,687.52
2027	1,545,437.52	0.00	1,545,437.52
2028	1,544,187.52	0.00	1,544,187.52
2029	1,540,937.52	0.00	1,540,937.52
2030	1,540,687.52	0.00	1,540,687.52
2031	1,543,187.52	0.00	1,543,187.52
2032	1,543,187.52	0.00	1,543,187.52
2033	1,540,687.52	0.00	1,540,687.52
2034	1,540,687.52	0.00	1,540,687.52
2035	1,542,937.52	0.00	1,542,937.52
2036	1,544,337.52	0.00	1,544,337.52
2037	1,543,737.52	0.00	1,543,737.52
2038	1,541,137.52	0.00	1,541,137.52
2039	1,544,831.26	0.00	1,544,831.26
2040	1,541,050.02	0.00	1,541,050.02

GENERAL OBLIGATION BONDS, SERIES 2025

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance (\$)	Amount of Tax Now Abated (\$)	Amount of Tax to be Extended (\$)
2025	2,129,187.50	2,129,187.50	0.00
2026	2,127,437.50	0.00	2,127,437.50
2027	2,127,437.50	0.00	2,127,437.50
2028	2,129,937.50	0.00	2,129,937.50
2029	2,128,937.50	0.00	2,128,937.50
2030	2,126,437.50	0.00	2,126,437.50
2031	2,127,437.50	0.00	2,127,437.50
2032	2,126,687.50	0.00	2,126,687.50
2033	2,129,187.50	0.00	2,129,187.50
2034	2,129,687.50	0.00	2,129,687.50
2035	2,128,187.50	0.00	2,128,187.50
2036	2,129,687.50	0.00	2,129,687.50
2037	2,128,937.50	0.00	2,128,937.50
2038	2,125,937.50	0.00	2,125,937.50
2039	2,126,968.76	0.00	2,126,968.76
2040	2,129,718.76	0.00	2,129,718.76
2041	2,125,218.76	0.00	2,125,218.76
2042	2,127,262.50	0.00	2,127,262.50
2043	2,126,762.50	0.00	2,126,762.50
2044	2,127,150.00	0.00	2,127,150.00
2045	2,129,687.50	0.00	2,129,687.50
2046	2,129,137.50	0.00	2,129,137.50
2047	2,125,500.00	0.00	2,125,500.00
2048	2,130,000.00	0.00	2,130,000.00
2049	2,125,500.00	0.00	2,125,500.00
2050	2,127,250.00	0.00	2,127,250.00
2051	2,129,750.00	0.00	2,129,750.00
2052	2,127,750.00	0.00	2,127,750.00
2053	2,126,250.00	0.00	2,126,250.00

State of Illinois)
) SS
County of McLean)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of McLean, Illinois, and as such official I do further certify that on the ____ day of December, 2025, there was filed in my office a duly certified copy of a Resolution, numbered 2025 - _____, and entitled:

A RESOLUTION ABATING ALL OR A PORTION OF THE TAXES HERETOFORE LEVIED TO PAY DEBT SERVICE ON CERTAIN GENERAL OBLIGATION BONDS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

(the "Resolution") duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the "City"), on the _____ day of December 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of the City's outstanding general obligation bonds, as described in the Resolution, will be abated as provided in the Resolution.

In Witness Whereof I hereunto affix my official signature and the seal of said County this ____ day of December 2025.

County Clerk

[Seal]

RESOLUTION NO. 2025 - ____

A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY, AND THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001 – 121, Ordinance No. 2003 – 125, and Ordinance No. 2015 - 50 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement the “Lease” with the Public Building Commission to lease certain property and to expand the parking garage, passed November 13, 2001, December 22, 2003, and July 27, 2015; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2025, payable in year 2026 to make rental payments due under the Lease; and

WHEREAS, although the City levied \$957,021 for the year 2025 to make payments due under the Lease in 2026, the amount of the City’s rental payment due under the Lease in 2026 is \$478,510; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay such rental payment.

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

SECTION 1. *Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and does incorporate them into this Resolution by this reference.

SECTION 2. *Abatement of Tax.* That the levy against taxable property in the City of Bloomington for the year 2025, payable in 2026 of \$957,021 on account of the Lease is hereby abated in its entirety, and the County Clerk of McLean County, Illinois, is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2025.

SECTION 3. *Filing of Resolution.* That a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under the official seal of the Clerk of the City.

SECTION 4. *Effective Date.* This Resolution shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

PASSED this 15th day of December 2025.

APPROVED this ____ day of December 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such official I do further certify that on the ____ day of December 2025, there was filed in my office a duly certified copy of a Resolution, numbered 2025 - _____, and entitled:

A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON

(the "*Resolution*") duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the "*City*"), on the _____ day of December 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of rent payable under the Lease, as described in the Resolution, will be abated as provided in the Resolution.

In Witness Whereof I hereunto affix my official signature and the seal of said County this ____ day of December 2025.

County Clerk

[Seal]

2025 Tax Levy Abatements

Debt	2025 Levy Amount as per County Clerk	Abated these Resolutions	Balance to be Levied for 2025
PBC Lease	\$ 957,021.00	\$ 957,021.00	\$ -
2014A & 2014B Bonds	\$ 2,155,618.00	\$ 2,155,618.00	\$ -
2018A GO Refunding Bond	\$ 1,435,953.50	\$ 1,435,953.50	\$ -
2021A GO Refunding	\$ 1,085,438.20	\$ -	\$ 1,085,438.20
2022 GO Bonds	\$ 1,541,937.52	\$ 754,994.72	\$ 786,942.80
2025 GO Bonds	\$ 2,129,187.50	\$ 2,129,187.50	\$ -
Total	\$ 9,305,155.72	\$ 7,432,774.72	\$ 1,872,381.00