

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

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PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – August 20, 2020 – 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

Please turn your cell phone to the vibrate, silence, or off setting.

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Bergosh.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

Recommendation: That the Board adopt the agenda as prepared **(or duly amended)**.

5. Commissioners' Forum.
6. Presentation - Certificates of Appreciation to the Board of County Commissioners, by Arnetha Welcome, Gulf Coast Veterans Advocacy Council.

7. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

8. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the June 2020 Returns Received in July 2020

That the Board accept, for filing with the Board's minutes, the Tourist Development Tax (TDT) Collections Data for the June 2020 returns received in the month of July 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2020; total collections for the month of June 2020 returns was \$1,587,703.74; this is a 17.34% decrease from June 2019 returns; total collections year to date are 22.89% less than the comparable time frame in Fiscal Year 2019.

2. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:

A. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held August 6, 2020; and

B. Approve the Minutes of the Regular Board Meeting held August 6, 2020.

GROWTH MANAGEMENT REPORT

I. Action Item

1. Recommendation Concerning Final Plat Belmont Downs, Permit FP# 20072663PSD-FP

That the Board take the following action concerning recording of Belmont Downs (a 48-lot public residential subdivision) located in the Ensley Community, lying south of E. Nine Mile Road (U.S. Alternate Highway 90) and west off Chemstrand Road. Owned and developed by Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street names “Polo Terrace” and “Derby Lane”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted upon the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice Chairman to execute a Two-Warranty Agreement without Surety for Streets and Drainage improvements.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Animal Services Department - John Robinson, Animal Services Division Manager

That the Board approve the Request for Disposition of Property for the Animal Services Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

2. Recommendation Concerning the Disposition of Property for the Office of Purchasing - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the Request for Disposition of Property Form for the Office of Purchasing, for the property which is to be auctioned or properly disposed of, all which is described and listed on the Form with the Division and reason stated.

3. Recommendation Concerning Appointment to the CareerSource Escarosa (formerly Workforce Escarosa) Board of Directors - Clara Long, Neighborhood & Human Services Director

That the Board review and accept the appointment of Steven T. Harrell, Director of Transportation for Escambia County School District, as the Education Representative to replace Charlin Knight, who resigned from this position. In accordance with CareerSource Escarosa By-Laws, it is requested that this position become effective upon approval and will have a two-year term until August 22, 2022, for this area of representation to the Board.

4. Recommendation Concerning the Approval of the 10-year Amended and Restated Interlocal Agreement Between Escambia County, Santa Rosa County, and the City of Pensacola - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning a 10-year Amended and Restated Interlocal Agreement between Escambia County, Santa Rosa County, and the City of Pensacola for the maintenance cost of the radio core which supports the two-way radio systems for each entity, including the University of West Florida (separate agenda item). Each entity agrees to pay its fair share of the annual recurring maintenance and system upgrade fees as follows:

Entity	Amount	Share
Santa Rosa County	\$118,717.42	31%
City of Pensacola	\$53,614.31	14%

Each party's proportionate share will be subject to review every three years, and the annual service fees may be adjusted by written amendment to this Interlocal Agreement:

- A. Approve the Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive 12-month terms beginning on October 1st of each fiscal year until terminated by either party; and
- B. Authorize the Chairman to sign the Agreement.

5. Recommendation Concerning the Approval of the 10-year Amended and Restated Interlocal Agreement Between Escambia County, Florida, and the University of West Florida - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the 10-year Amended and Restated Interlocal Agreement between Escambia County, Florida, and the University of West Florida for annual maintenance on the radio core for Escambia County's P25 digital UHF radio system:

- A. Approve the Interlocal Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive 12-month terms beginning on October 1st of each fiscal year until terminated by either party; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: N/A]

6. Recommendation Concerning Multi-family Housing Revenue Bonds for Affordable Housing Project (Orange Blossom Village Apartments Located in Indian River County, Florida) - JoLinda Herring, Bryant Miller Olive P.A. and Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding \$15,000,000 multi-family housing revenue bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority"), to be used to finance or refinance the Orange Blossom Village Apartments, an affordable housing project located in Indian River County, Florida.

7. Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support Service in Escambia County - Jason D. Rogers, Public Safety Department Director

That the Board take the following action concerning Certificate of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support service in Escambia County, with noted limitations, to Lifeguard Ambulance Service of Florida, LLC, effective August 20, 2020, through December 31, 2021; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for this Agency.

8. Recommendation Concerning the Extension of the 2020 Ad Valorem Property Tax Roll - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board approve extending the 2020 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board hearings to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

9. Recommendation Concerning the Florida Forest Service Annual Report, as Requested by Adam Parden of the Division of Forestry - Janice P. Gilley, County Administrator

That the Board accept for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of County Commissioners for Fiscal Year 2019-2020, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

10. Recommendation Concerning the Memorandum of Agreement for Community Transportation Coordinator for Escambia County - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA #2048) for Community Transportation Coordinator (CTC) with the Florida Commission for the Transportation Disadvantaged (FCTD):

A. Approve the Memorandum of Agreement commencing on July 1, 2020, and ending on June 30, 2025; and

B. Authorize the Chairman to sign the Memorandum of Agreement for execution of five years commencing on July 1, 2020, and ending on June 30, 2025.

[Funding for the Transportation Disadvantaged/Paratransit program is provided by the Florida Commission for the Transportation Disadvantaged and is included in the Mass Transit Fund 104]

11. Recommendation Concerning a Reappointment to the Escambia County Health Facilities Authority - Janice P. Gilley, County Administrator

That the Board approve the reappointment of Michael S. Kohler to the Escambia County Health Facilities Authority, to serve a four-year term, effective August 22, 2020, through August 21, 2024, as requested by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

A General Alert was posted on the County's Website from July 6, 2020, to July 20, 2020, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Escambia County Health Facilities Authority is the only response that was received. Ms. Yeagle's letter and Captain Kohler's Resume are provided for review.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Contract Award for Community Development Block Grant Housing Rehabilitation Services for 813 Lakewood Road - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 813 Lakewood Road:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Benjamin and Jeanette Johnson, Owners; per the terms and conditions of NED C-R-2020-8, NED CDBG Housing Repair for 813 Lakewood Road, for \$51,275; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 129/2017 CDBG, Cost Center 370230	\$51,275	NED-C-R-2020-8

2. Recommendation Concerning Change Order #2 to Knowles On Site Repair, Inc., for the Public Safety Department's Fire Department - Jason Rogers, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute Change Order #2 to Knowles On Site Repair, Inc., adding funds for the repair and maintenance needs of the Fire fleet vehicles as requested by Public Works, Road Department:

Department:	Public Safety
Division:	Fire Department
Type:	Addition
Amount:	\$10,000
Vendor:	Knowles On Site Repair Inc
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200481
Change Order #:	2
Original Award Amount:	\$100,000
Change Order #1, BCC Approved 4/2/20:	\$50,000
Change Order #2	\$10,000
Total:	\$160,000

Due to unexpected repairs, additional funds in the amount of \$10,000 are needed.

[Funding Source: Fund 143, Fire Rescue, Cost Center 330206, Fire Services]

3. Recommendation Concerning a 10-year Agreement for Radio System Upgrade, Maintenance, and Extended Microwave Warranty with Motorola Solutions, Inc., for the County's P25 Digital UHF Radio & Microwave Systems - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the 10-year Agreement for Radio System Upgrade, Maintenance, and Extended Microwave Warranty with Motorola Solutions, Inc. (Agreement):

A. Approve and authorize the County Administrator to sign the 10-Year Agreement and any subsequent related documents without further action by the Board; and

B. Authorize the issuance of an annual Purchase Order in the amounts listed in the Cost Subtotal line of the table below.

Cost	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Maintenance	380,050	430,831	439,448	448,234	457,190	466,315	475,650	485,154	494,869	504,754
SUA	530,073	376,532	384,868	393,454	402,297	411,406	420,789	430,452	440,406	450,658
Microwave	0	90,000	0	10,820	72,454	75,839	76,762	63,798	70,289	71,624
Cost Subtotal	910,123	897,363	824,316	852,508	931,941	953,560	973,201	979,404	1,005,564	1,027,036
Revenue										
Santa Rosa (31%)	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717
City of Pensacola (14%)	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614
UWF (6%)	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978
Revenue Subtotal	195,309	195,309	195,309	195,309	195,309	195,309	195,309	195,309	195,309	195,309
Escambia County Annual Net Cost	714,814	702,054	629,007	657,199	736,632	758,251	777,892	784,095	810,255	831,727

[Funding Source: Fund 353, LOST IV, Cost Center 330434, \$4,240,935 and Fund 001, General Fund, Cost Center 330403, \$5,114,081]

4. Recommendation Concerning the Issuance of a Fiscal Year 2019-2020 Purchase Order, in Excess of \$25,000, for Replacement of a Walk-in Freezer at the Work Annex, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of \$25,000, for the Corrections Department:

Vendor/Contractor	Amount	Contract Number	
Lynn A. Berky d/b/a/ Johnstone Supply Fund: 111 Detention/Jail Commissary Cost Center: 290406	\$44,564	PCA 3-134-15 - Facility O&M Contract	

5. Recommendation Concerning the Issuance of a Fiscal Year 2019-2020 Purchase Order, in Excess of \$50,000, for 300 Microsoft Office Home and Business 2019 Licenses, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of \$50,000, under Omnia Partners – IT Solutions Contract # 2018011-02, for 300 Microsoft Office Home and Business 2019 licenses for the Corrections Department:

Vendor Name	Amount	Contract Number	
SHI International Corp. Fund: 001 Detention Cost Center: 290401	\$56,416; 290401	Omnia Partners – IT Solutions Contract #: 2018011-02	
Fund: 311 County Jail Facility Cost Center: 290408 Project: 14SH2728	\$15,050; 290408/14SH2728		

6. Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at Robinson Street - Cassie Boatwright, Department Director, Facilities Management Department

That the Board take the following action concerning the surplus and sale of County-owned real property located at Robinson Street:

- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
- B. Declare surplus the Board's real property at Robinson Street, located in District 5, Account#: 11-3209-000, Reference#: 10-1N-31-4311-000-002; Property Appraiser's current assessed value: \$818;
- C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid amount, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

7. Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 130 Booker Lane - Cassie Boatwright, Department Director, Facilities Management Department

That the Board take the following action concerning the surplus and sale of County-owned real property located at 130 Booker Lane:

- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
- B. Declare surplus the Board's real property at 130 Booker Lane, located in District 5, Account#: 11-3994-000, Reference#: 16-1N-31-2114-000-001; Property Appraiser's current assessed value: \$8,436;
- C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid amount, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

8. Recommendation Concerning the Second Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2019/2020 Second Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve a reduction of TDT tax allocation in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of \$929,682, and from Cost Center 360105, in the amount of \$570,318, for a combined total of \$1,500,000;

B. Approve the Second Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, decreasing the allocation by \$1,500,000, for a total allocation of \$6,349,534 to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:

1. Direct programming: Expenses of \$4,498,841 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

2. Operations: Expenses of \$385,070 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and

3. Personnel: Expenses of \$1,465,623 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);

C. Authorize the Chairman to sign the Second Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

9. Recommendation Concerning Budget Amendment #178, District One Medical Examiner - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Budget Amendment #178, General Fund (001), in the amount of \$190,000, to recognize the District One Medical Examiner's increase in case volume and Locum Tenens expenses for 2019/2020.

Fund Name	Account Name	Account Code	Amount
FROM: General Fund/ Administration	Reserves for Operating	110201/59805	\$190,000
TO: General Fund/ Administration	Aids to Government Agencies	419291/58101	\$190,000

10. Recommendation Concerning Supplemental Budget Amendment #184, Fiscal Year 2018 Edward Byrne Memorial Justice Assistance (JAG) Grant - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #184, Other Grants and Projects Fund (110), in the amount of \$125,841, to recognize the Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department to support bike patrol activities in the Fiscal Year 2019/2020 Budget.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331299 (new)	JAG#2018-DJBX-0746	125,841
Total				\$125,841

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	540202 (new)	JAG#2018-DJBX-0746	58101	Aids to Governmental Agencies	125,841
Total					\$125,841

11. Recommendation Concerning Supplemental Budget Amendment #192, FTA Coronavirus Aid, Relief, and Economic Security (CARES) Act, Tonya Ellis, Director, Mass Transit - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #192, Mass Transit Fund (104) and FTA Capital Project Fund (320), in the amount of \$10,137,924, to recognize funds from the Federal Transit Administration (FTA) for the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant, and to appropriate these funds to support operating and capital expenses at Mass Transit. This is a reimbursable Grant.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
104	Mass Transit Fund	331487 (new)	FTA-104-CARES Act Grant	10,036,545
320	FTA Capital Project Fund	331487 (new)	FTA-320-CARES Act Grant	101,379
Total				\$10,137,924

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
104	320409	FTA-104-CARES ACT Grant	51201	Salaries	6,448,435
104			53404	Fixed Route Bus Costs	10,025
104			55201	Operating Supplies	30,556
104			55204	Fuel	493,247
104			51201	Salaries	915,951
104			54601	Repair & Maintenance	9,588
104			54606	Preventative Maintenance	435,759
104			55201	Operating Supplies	11,682
104			53405	ADA Paratransit Costs	1,681,302
320	320426 (new)	FTA-320-CARES Act Grant	56401	Machinery & Equipment	101,379
Total					\$10,137,924

12. Recommendation Concerning the Amendment to Lease Agreement - Janice P. Gilley, County Administrator

That the Board take the following action regarding the lease of County office space:

A. Approve and adopt an Amendment to the Lease Agreement authorizing the lease of County office space in the Ernie Lee Magaha Government Building to the Honorable Rick Scott, U. S. Senate, for use as a satellite office; and

B. Authorize the Chairman to execute the Lease Agreement without further action of the Board.

13. Recommendation Concerning Emerald Coast Regional Council Annual Budget Request for Fiscal Year 2020-2021 - Janice P. Gilley, County Administrator

That the Board take the following action regarding the Emerald Coast Regional Council (ECRC) Annual Budget Request for Fiscal Year 2020-2021:

A. Approve the Emerald Coast Regional Council Budget for Fiscal Year 2020-2021, in the amount of \$31,161;

B. Authorize the Chairman to execute the ECRC Budget for Fiscal Year 2020-2021; and

C. Authorize the County Administrator or her designee to initiate and approve a purchase order to pay annual dues to ECRC after October 1, 2020.

COST CENTER	OBJECT CODE	DESCRIPTION	AMOUNT
110201	58205	Fiscal Year 20/21 ECRC Dues	\$20,268
110201	58205	Fiscal Year 20/21 TPO Match	\$10,893
		TOTAL	\$31,161

14. Recommendation Concerning the Purchase of Adobe Enterprise Licensing Subscriptions - Bart Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the usage of the following Contract:

Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652); and

B. Approve the issuance of a Purchase Order, for Software Licenses from CDW-G, for Adobe Enterprise Licenses, in the total amount of \$26,446.49, -pricing obtained through the competitively bid Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652).

Vendor/Contractor	Amount	Contract Number
Vendor: CDW-G		
Fund 001, General Fund, Cost Center 270102, Object Code 56401, CDW-G quote # LNXK989	26,446.49	Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)

15. Recommendation Concerning Change Order on Contract PD 16-17.008.
Maintenance of County Parks and Boat Ramps - Michael Rhodes, Parks and
Recreation Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Keep Pensacola Beautiful, in the amount of \$2,620, on Contract PD 16-17.008, Agreement for Maintenance of County Parks and Boat Ramps:

Department:	Parks and Recreation
Type:	Addition
Amount:	\$2,620
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200751
CO#:	2
Original Purchase Order Amount:	\$75,583
CO#1 Amount: 04/02/20	\$53,552
CO#2 Amount:	\$2,620
New Purchase Order Amount:	\$131,755

Due to a calculation error on Change Order #1, the amount needed to pay for LOST-funded parks through the end of the current Contract was underestimated.

[Funding: Fund 353, LOST IV, Cost Center 350221, Parks Projects, \$2,620]

**NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER
SEPARATE COVER:**

- Original Agreement and BCC Approval 1-19-17
- BCC Approval of 1st Extension 2-1-18
- BCC Approval of 2nd Extension 1-24-19
- BCC Approval of 6-month Extension 2-6-20
- BCC Approval of Change Order #1 4-2-20

16. Recommendation Concerning the Fiscal Year 2020-2021 Annual Certified Budget for the Mosquito Control Division - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Annual Certified Budget for Mosquito Control for Fiscal Year 2020-2021, as required by the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, relating to the Mosquito Control Division, Department of Natural Resources Management.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds]

17. Recommendation Concerning Amendment No. 1 to Contract No. 01009Y7 - Catherine A. White, Director of Case Management

That the Board take the following actions concerning Amendment No. 1 to Contract No. 01009Y7:

A. Approve Amendment No. 1; and

B. Authorize Chairman to sign Amendment No. 1 and any Amendments, requests for payment, or other related documents as may be required.

[The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the \$65 Court Fee, according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts as outlined in Exhibit "A" of the Agreement.]

18. Recommendation Concerning the Issuance of a Blanket Purchase Order with Dell Marketing LP, in the amount of \$68,500 - Todd Humble, Library Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the State of Florida, Department of Management Services, Contract Number 43211500-WSCA-15-ACS, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Library Services Department, to Dell Marketing LP, in the amount of \$68,500, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 113-110503-55201	\$62,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 113-110503-56401	\$6500	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

The IT Department will use this Blanket Order to replace as many of the 11-year-old PC devices as they can. All orders will be placed using our standard hardware catalog.

Escambia County BOCC Standard Hardware Catalog:

Description		New Quote	Quantity
Dell 3070 Mini Std Desktop	I5, 8GB Ram, SSD, 3yr Basic	\$671.80	

Dell 3630 CAD Desktop	I5, 16GB Ram, SSD, 3yr Basic	\$919.99	
Dell 5820 Adv. Workstation	I5, 32GB Ram, SSD, 3yr Basic	\$1,420.31	
Dell 3390 13" 2 in 1 Tablet	I5, 8GB Ram, SSD, 3yr PS+	\$905.22	
Dell 5500 15" Laptop	I5, 8GB Ram, SSD, 3yr Basic	\$958.23	
Dell Tablet Dock	WD 19 90	\$169.99	
Dell 22" Monitor		\$149.99	
Dell 27" Monitor		\$207.89	

[Funding: Fund 113, Library Services-Information Systems, Cost Center 110503, Object Code(s)55201 and 56401]

19. Recommendation Concerning Amendment to Grant Agreement G1D39 - 5311 (Non Urbanized) - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning State of Florida Department of Transportation Grant Agreement Amendment, Financial Project Number 521368-3-84-18, Providing Fiscal Year 2019-2020, Section 5311 Non Urbanized Area Formula Program Grant funding to the Mass Transit Department:

A. Approve the Amendment to the Public Transportation Grant Agreement (PTGA), Financial Project Number 421368-3-84-18, providing for a change removing the required 50% local match in funding to zero local match;

B. Adopt the Resolution authorizing the Application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, the Amended PTGA, and all other required documents pertaining to this PTGA without further action of the Board.

Please note Section 19 (j) of the Amended PTGA, which requires the County to waive forum and venue.

[The required 50% match of \$180,271 is removed from any claims against this grant after March 8, 2020]

20. Recommendation Concerning the Memorandum of Agreement Between the City of Pensacola and Escambia County, for Solid Waste Services - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement (MOA), between the City of Pensacola and Escambia County, regarding waste disposal services for a one time only addition of four Neighborhood Clean-up events in the year 2020.

21. Recommendation Concerning Exercising the First of Two Possible Renewals for PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract - John Robinson, Division Manager, Animal Services thru Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the utilization the first of two possible one-year renewal periods for an Indefinite Quantity, Indefinite Delivery Agreement between Escambia County, Florida, and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract, to be effective September 18, 2020, for an estimated annual amount of \$30,000; and

B. Authorize the continuation of the Livestock Collection Truck and Trailer Agreement between Escambia County, Florida, and Josh Weekley, per the terms and conditions of PD 18-19.35, Re-Solicitation Livestock Collection and Boarding Services Contract, for the lease of a 2012 Chevrolet 3500 Truck, VIN 1GC4KZCG5CF231471, for a fee of \$1.00 per year.

Vendor	Funding	Amount	Contract Number
Josh Weekley	Fund 101, Animal Control Fund; Cost Center 250207, Animal Control Enforcement; Object Code 53401, Other Contractual Services	\$30,000	PD 18-19.035

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Fully Executed Agreement for Livestock Collection and Boarding Services with Exhibit A
- Original Fully Executed Agreement for Livestock Collection Truck and Trailer Lease
- Original Board Award

22. Recommendation Concerning the Issuance of a Purchase Order for the Annual Office365 Subscription Renewal for Court Administration - Kayla Blanchard, Administrative Services Manager

That the Board authorize the issuance of a Purchase Order to SHI International Corp., in the amount of \$44,360, for the annual renewal of Office365 for judges, judicial assistants, and trial court administration staff within the First Judicial Circuit. All quoted pricing is pursuant to Florida State Contract #43230000-15-02.

[Funding: Fund 115, Article V Court Administration, Cost Centers 410503, 410515, 410516, 410517, Object Code 53401]

COST CENTERS/OBJECT CODE - 0365 SUBSCRIPTION CONTRACTUAL SERVICE	AMOUNT
410503/53401 (102) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$20,750.88
410503/53401 (102) CoreCALBridge0365 ALNG SubsVL MVL	\$1,872.72
410515/53401 (31) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$6,306.64
410515/53401 (31) CoreCALBridge0365 ALNG SubsVL MVL	\$569.16
410516/53401 (54) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$10,985.76
410516/53401 (54) CoreCALBridge0365 ALNG SubsVL MVL	\$991.44
410517/53401 (13) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$2,644.72
410517/53401 (13) CoreCALBridge0365 ALNG SubsVL MVL	\$238.68
TOTAL	\$44,360.00

23. Recommendation Concerning the Purchase of Equipment for the Public Works Department - Wes Moreno, Public Works Department Director

That the Board approve the use of funds (\$713,000) realized from truck and equipment auctions to purchase new equipment for use in the maintenance of the County's rights-of-way, holding ponds, recycling operations, and Emergency fleet.

24. Recommendation Concerning Supplemental Budget Amendment #196. Wes Moreno, Public Works Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #196, Transportation Trust Fund (Fund 175), in the amount of \$713,000, to recognize proceeds from truck and equipment auctions, and to appropriate these funds for purchasing new equipment for use in the maintenance of the County's rights-of-way, holding ponds, recycling operations, and Emergency fleet.

Fund Number/Title		Revenue Code/Title		Amount
175/Transportation Trust		364002/Sale of Equipment		\$713,000
Total				\$713,000

Fund Number/Title	Cost Center Number/Title	Account Code/Title	Amount
175/Transportation Trust	260102/Road Maintenance	56401/Machinery & Equipment	\$713,000
Total			\$713,000

III. For Discussion

1. Recommendation Concerning the Escambia Pensacola Affordable Housing Advisory Committee - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia Pensacola Affordable Housing Advisory Committee:

A. Adopt the Resolution modifying the composition of the Escambia Pensacola Affordable Housing Advisory Committee (AHAC), per House Bill 1339;

B. Approve Amendment #1 to the Interlocal between Escambia County and the City of Pensacola updating the AHAC composition;

C. Acknowledge the appointment of Ann Hill as the locally elected official representative from the City of Pensacola to serve a three year term on the AHAC; and

D. Appoint one Board member as the locally elected official representative from Escambia County to serve a three year term on the AHAC.

2. Recommendation Concerning the Escambia CARES Act Plan and Implementation - Janice P. Gilley, County Administrator

That the Board: discuss and approve the Escambia CARES Act Plan.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

3. Recommendation Concerning Accenture's Report on the Strategic Organizational Assessment of Escambia County's Procurement Processes - Janice P. Gilley, County Administrator

That the Board discuss Accenture's Report on the Strategic Organizational Assessment of Escambia County's Procurement Processes. Jim Bard, a Principal Director in Accenture's Public Service Industry in North America, will address the Board and provide an overview and summary of the Procurement Assessment for Escambia County.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-102; and

B. Extension of Escambia County State of Local Emergency.

9. Items added to the agenda.
10. Announcements.
11. Adjournment.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-18387

Clerk & Comptroller's Report 8. 1.

BCC Regular Meeting

Consent

Meeting Date: 08/20/2020

Issue: TDT Collection Data for the June 2020 Returns Collected in July 2020

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the June 2020 Returns Received in July 2020

That the Board accept, for filing with the Board's minutes, the Tourist Development Tax (TDT) Collections Data for the June 2020 returns received in the month of July 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2020; total collections for the month of June 2020 returns was \$1,587,703.74; this is a 17.34% decrease from June 2019 returns; total collections year to date are 22.89% less than the comparable time frame in Fiscal Year 2019.

Attachments

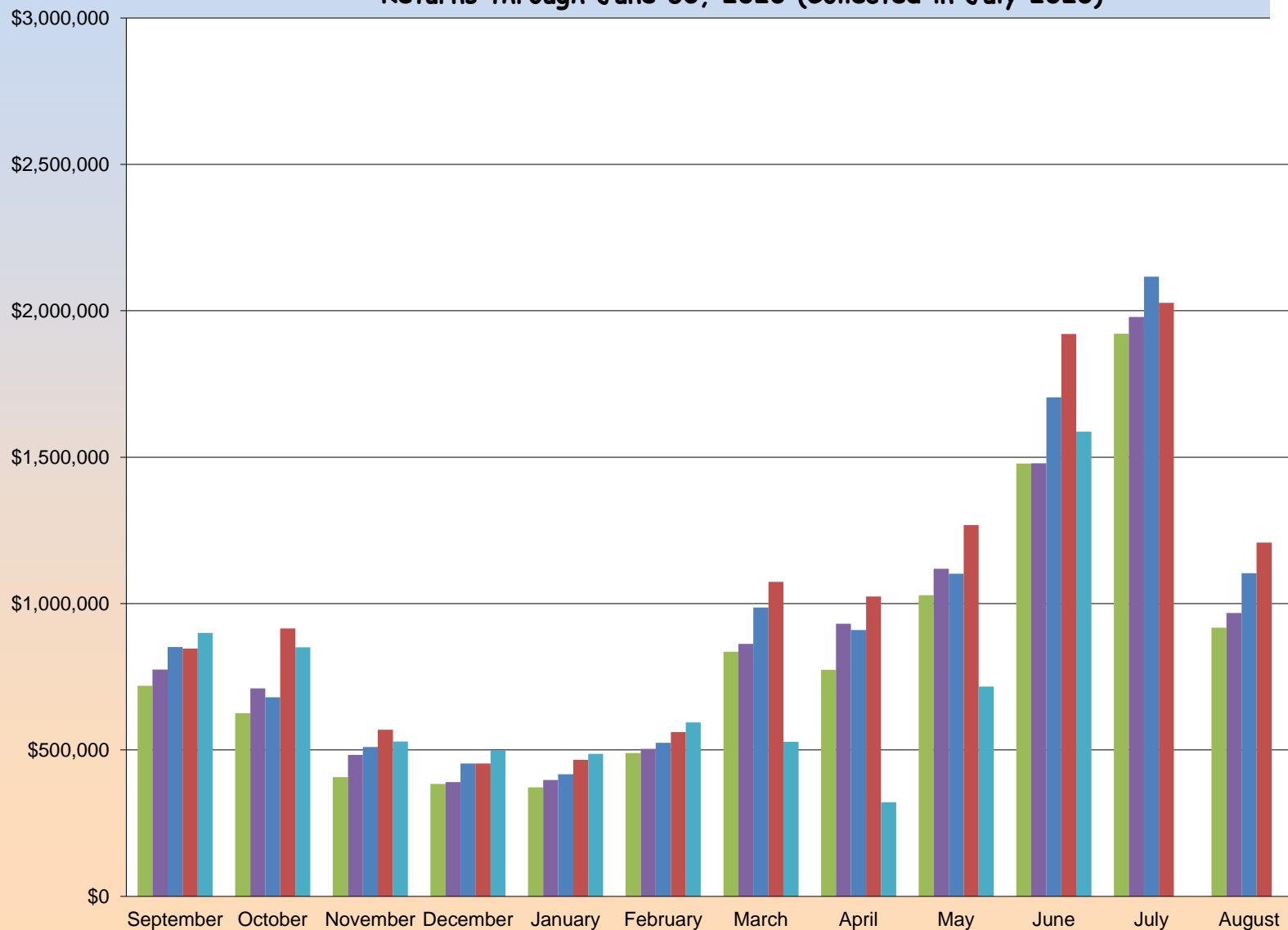
June 2020 TDT Returns Collected July 2020

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF JULY 2020

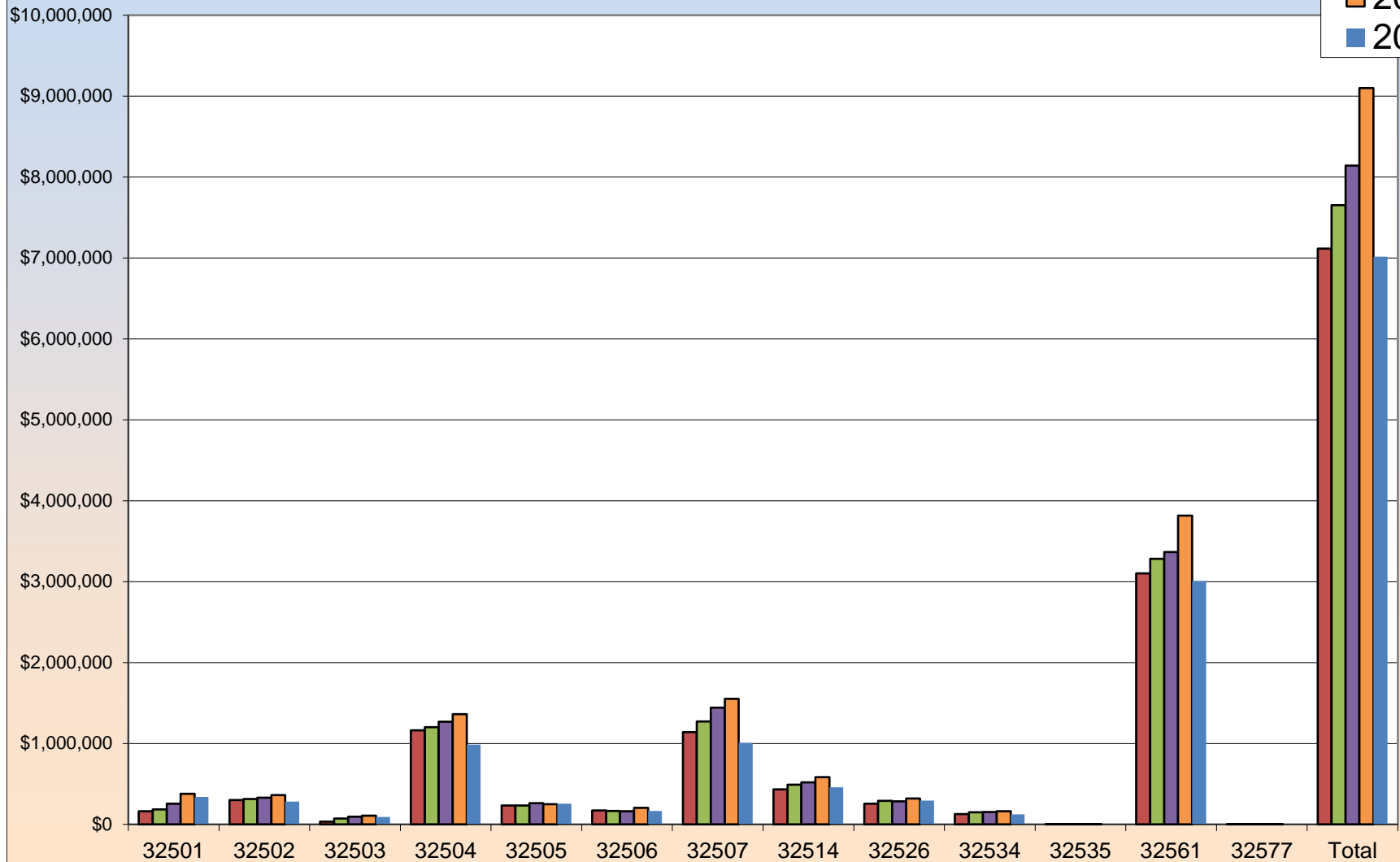
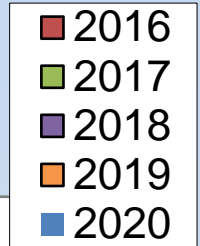
Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	338,748	376,892	(38,144)	-10%
32502	281,373	361,020	(79,647)	-22%
32503	90,704	108,429	(17,725)	-16%
32504	986,904	1,362,952	(376,048)	-28%
32505	254,354	250,543	3,811	2%
32506	165,241	204,865	(39,624)	-19%
32507	1,009,111	1,550,985	(541,874)	-35%
32514	458,641	583,179	(124,538)	-21%
32526	294,244	319,519	(25,275)	-8%
32534	124,790	161,227	(36,437)	-23%
32535	2,397	1,798	599	33%
32561	3,009,996	3,818,155	(808,159)	-21%
32562	-	-	-	0%
32577	\$ 276	249	27	11%
Total	\$ 7,016,777	\$ 9,099,813	\$ (2,083,036)	-23%

Tourist Development Tax Collections
5-Year Comparison
Returns through June 30, 2020 (Collected in July 2020)

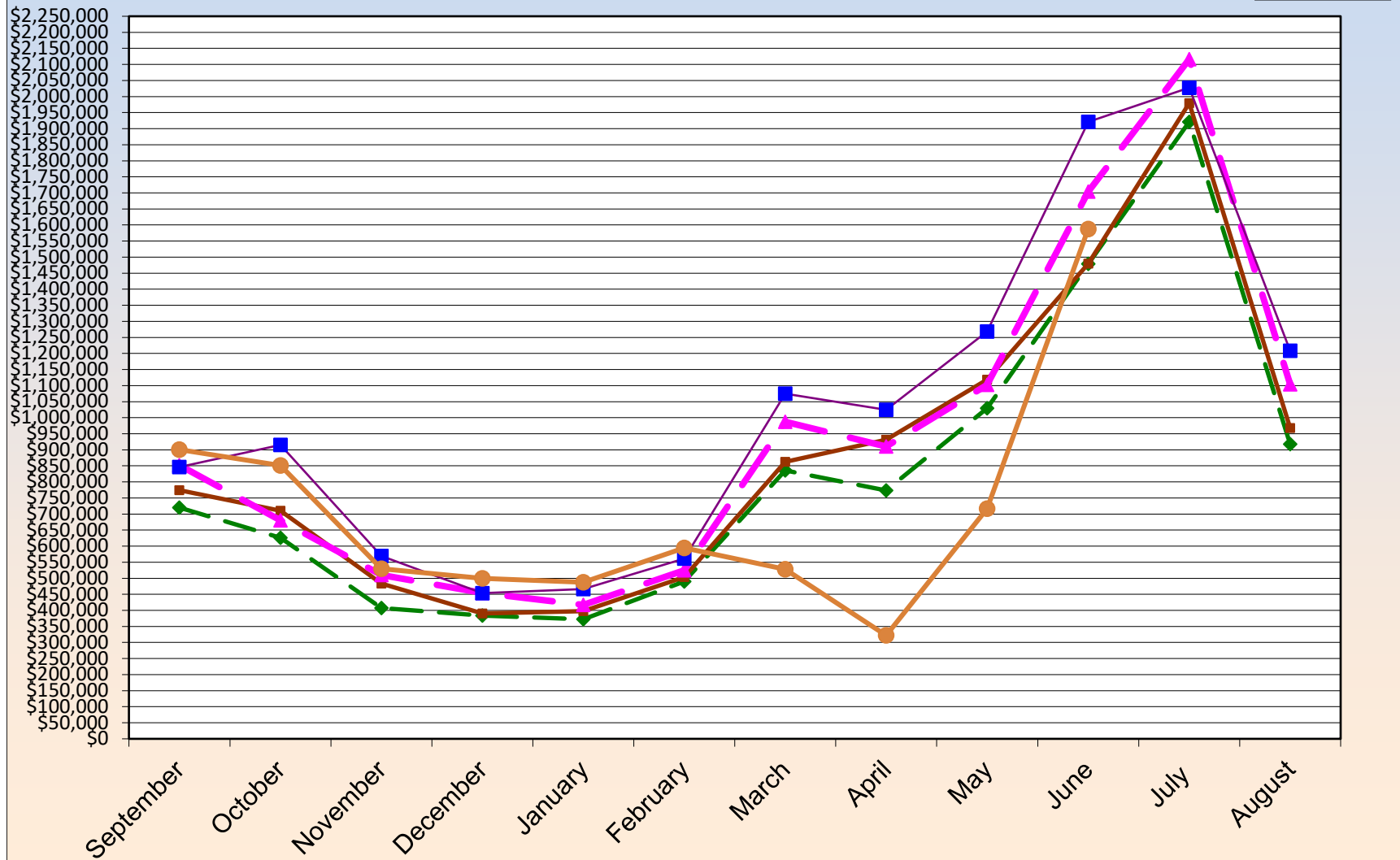
- 2016
- 2017
- 2018
- 2019
- 2020



Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through June 30, 2020 (Collected July 2020)



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through June 30, 2020 (Collected in July 2020)**



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF JULY 2019

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	33,060	4%	29,038	3%	8,340	1%	120,568	14%	16,401	2%
11/18	33,959	4%	40,218	4%	10,154	1%	159,394	17%	29,404	3%
12/18	27,415	5%	26,588	5%	8,206	1%	116,496	20%	15,901	3%
01/19	28,240	6%	23,782	5%	7,469	2%	91,184	20%	15,205	3%
02/19	23,598	5%	24,054	5%	7,452	2%	104,269	22%	12,833	3%
03/19	29,658	5%	27,844	5%	8,483	2%	108,984	19%	13,846	2%
04/19	46,045	4%	43,442	4%	12,291	1%	157,318	15%	33,638	3%
05/19	43,737	4%	41,551	4%	12,653	1%	149,918	15%	23,995	2%
06/19	47,530	4%	47,539	4%	15,211	1%	166,944	13%	36,439	3%
07/19	63,651	3%	56,965	3%	18,169	1%	187,876	10%	52,882	3%
Total	376,892	4%	361,020	4%	108,429	1%	1,362,952	15%	250,543	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/18	23,343	3%	148,106	17%	47,657	6%	25,767	3%	13,922	2%
11/18	27,659	3%	145,682	16%	64,824	7%	37,969	4%	18,767	2%
12/18	16,253	3%	68,914	12%	50,181	9%	29,878	5%	14,944	3%
01/19	11,089	2%	46,182	10%	46,077	10%	23,426	5%	13,288	3%
02/19	16,729	4%	66,290	14%	41,588	9%	20,889	4%	10,179	2%
03/19	11,373	2%	85,945	15%	54,012	10%	22,508	4%	9,693	2%
04/19	25,421	2%	174,844	16%	69,638	6%	37,999	4%	17,683	2%
05/19	22,567	2%	150,836	15%	62,460	6%	33,350	3%	17,293	2%
06/19	22,280	2%	213,867	17%	72,203	6%	39,488	3%	20,480	2%
07/19	28,150	1%	450,320	23%	74,539	4%	48,245	3%	24,977	1%
Total	204,865	2%	1,550,985	17%	583,179	6%	319,519	4%	161,227	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/18	209	0%	380,137	45%	-	0%	92	0%	846,640	100%
11/18	-	0%	346,703	38%	-	0%	40	0%	914,773	100%
12/18	369	0%	193,908	34%	-	0%	23	0%	569,078	100%
01/19	-	0%	147,642	33%	-	0%	34	0%	453,617	100%
02/19	220	0%	138,270	30%	-	0%	-	0%	466,370	100%
03/19	181	0%	188,341	34%	-	0%	-	0%	560,868	100%
04/19	176	0%	455,965	42%	-	0%	26	0%	1,074,487	100%
05/19	219	0%	466,067	45%	-	0%	-	0%	1,024,645	100%
06/19	254	0%	586,236	46%	-	0%	34	0%	1,268,504	100%
07/19	169	0%	914,887	48%	-	0%	-	0%	1,920,830	100%
Total	1,798	0%	3,818,155	42%	-	0%	249	0%	9,099,812	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2020
AS OF JULY 2020

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	\$ 38,864	4%	\$ 43,390	5%	\$ 10,319	1%	\$ 115,910	13%	\$ 18,785	2%
11/19	\$ 38,278	4%	\$ 41,085	5%	\$ 9,174	1%	\$ 115,176	14%	\$ 41,340	5%
12/19	\$ 28,981	5%	\$ 32,775	6%	\$ 8,157	2%	\$ 95,180	18%	\$ 15,598	3%
01/20	\$ 27,940	6%	\$ 28,419	6%	\$ 7,593	2%	\$ 82,570	17%	\$ 16,314	3%
02/20	\$ 26,779	5%	\$ 30,489	6%	\$ 6,869	1%	\$ 87,718	18%	\$ 20,850	4%
03/20	\$ 36,041	6%	\$ 39,954	7%	\$ 9,141	2%	\$ 109,748	18%	\$ 22,854	4%
04/20	\$ 30,423	6%	\$ 29,590	6%	\$ 8,737	2%	\$ 92,334	17%	\$ 20,692	4%
05/20	\$ 13,254	4%	\$ 4,013	1%	\$ 4,346	1%	\$ 48,656	15%	\$ 23,286	7%
06/20	\$ 32,686	5%	\$ 9,286	1%	\$ 10,818	2%	\$ 96,487	13%	\$ 38,160	5%
7/20	\$ 65,502	4%	\$ 22,372	1%	\$ 15,550	1%	\$ 143,125	9%	\$ 36,475	2%
Total	\$ 338,748	5%	\$ 281,373	4%	\$ 90,704	1%	\$ 986,904	14%	\$ 254,354	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/19	\$ 15,041	2%	\$ 140,739	16%	\$ 53,089	6%	\$ 27,938	3%	\$ 15,692	2%
11/19	\$ 15,812	2%	\$ 130,228	15%	\$ 50,990	6%	\$ 25,889	3%	\$ 12,521	1%
12/19	\$ 12,799	2%	\$ 57,418	11%	\$ 45,649	9%	\$ 23,753	4%	\$ 9,957	2%
01/20	\$ 11,218	2%	\$ 51,924	10%	\$ 41,781	8%	\$ 35,639	7%	\$ 10,800	2%
02/20	\$ 21,968	5%	\$ 71,109	15%	\$ 39,347	8%	\$ 23,983	5%	\$ 8,689	2%
03/20	\$ 15,740	3%	\$ 73,054	12%	\$ 35,890	6%	\$ 16,481	3%	\$ 10,840	2%
04/20	\$ 12,731	2%	\$ 91,009	17%	\$ 55,590	11%	\$ 17,320	3%	\$ 11,881	2%
05/20	\$ 8,090	3%	\$ 22,067	7%	\$ 26,355	8%	\$ 28,968	9%	\$ 7,077	2%
06/20	\$ 21,290	3%	\$ 74,329	10%	\$ 47,771	7%	\$ 42,279	6%	\$ 15,262	2%
7/20	\$ 30,552	2%	\$ 297,233	19%	\$ 62,177	4%	\$ 51,993	3%	\$ 22,070	1%
Total	\$ 165,241	2%	\$ 1,009,111	14%	\$ 458,641	7%	\$ 294,244	4%	\$ 124,790	2%

Month of Collection	Zip Code									Total Month	% OF Total
	32535		32561		32562		32577				
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total			
10/19	\$ 174	0%	\$ 420,258	47%	\$ -	0%	\$ -	0%	\$ 900,200	100%	
11/19	\$ 265	0%	\$ 370,064	43%	\$ -	0%	\$ 67	0%	\$ 850,890	100%	
12/19	\$ 188	0%	\$ 198,784	38%	\$ -	0%	\$ 18	0%	\$ 529,257	100%	
01/20	\$ 211	0%	\$ 185,432	37%	\$ -	0%	\$ -	0%	\$ 499,840	100%	
02/20	\$ 146	0%	\$ 149,314	31%	\$ -	0%	\$ -	0%	\$ 487,261	100%	
03/20	\$ 193	0%	\$ 224,712	38%	\$ -	0%	\$ -	0%	\$ 594,650	100%	
04/20	\$ 234	0%	\$ 157,401	30%	\$ -	0%	\$ 89	0%	\$ 528,032	100%	
05/20	\$ 181	0%	\$ 135,576	42%	\$ -	0%	\$ 100	0%	\$ 321,968	100%	
06/20	\$ 400	0%	\$ 328,205	46%	\$ -	0%	\$ 2	0%	\$ 716,976	100%	
7/20	\$ 406	0%	\$ 840,250	53%	\$ -	0%	\$ -	0%	\$ 1,587,704	100%	
Total	\$ 2,397	0%	\$ 3,009,996	43%	\$ -	0%	\$ 276	0%	\$ 7,016,777	100%	

**Tourist Development Tax Collection Data
Reported in Fiscal Year
Escambia County Florida**

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020											
Month Of Collection	For The Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	\$ 321,850	\$ 343,637	\$ 398,300	\$ 385,209	\$ 442,268	\$ 539,766	\$ 580,905	\$ 638,832	\$ 634,980	\$ 675,150
NOV	OCT	\$ 276,214	\$ 304,579	\$ 325,198	\$ 335,284	\$ 411,054	\$ 469,351	\$ 532,757	\$ 510,223	\$ 686,080	\$ 638,167
DEC	NOV	\$ 226,459	\$ 244,845	\$ 254,898	\$ 236,608	\$ 284,253	\$ 305,743	\$ 362,364	\$ 382,803	\$ 426,808	\$ 396,943
JAN	DEC	\$ 192,546	\$ 212,164	\$ 207,117	\$ 230,300	\$ 251,856	\$ 288,130	\$ 292,783	\$ 340,434	\$ 340,213	\$ 374,880
FEB	JAN	\$ 192,262	\$ 200,843	\$ 205,954	\$ 233,879	\$ 247,492	\$ 279,148	\$ 298,406	\$ 312,794	\$ 349,778	\$ 365,446
MAR	FEB	\$ 241,571	\$ 270,226	\$ 283,812	\$ 286,019	\$ 309,204	\$ 367,477	\$ 377,962	\$ 393,554	\$ 420,651	\$ 445,987
APR	MAR	\$ 397,690	\$ 464,002	\$ 518,242	\$ 510,758	\$ 550,693	\$ 626,572	\$ 646,982	\$ 740,117	\$ 805,865	\$ 396,024
MAY	APR	\$ 417,733	\$ 447,350	\$ 455,554	\$ 506,593	\$ 557,617	\$ 580,106	\$ 698,384	\$ 682,509	\$ 768,484	\$ 241,476
JUN	MAY	\$ 510,038	\$ 542,048	\$ 601,927	\$ 679,428	\$ 759,528	\$ 771,756	\$ 839,021	\$ 826,650	\$ 951,378	\$ 537,732
JUL	JUN	\$ 708,757	\$ 876,396	\$ 946,229	\$ 982,133	\$ 1,059,211	\$ 1,109,041	\$ 1,109,689	\$ 1,278,312	\$ 1,440,623	\$ 1,190,778
	TOTAL	\$ 3,485,121	\$ 3,906,089	\$ 4,197,231	\$ 4,386,211	\$ 4,873,175	\$ 5,337,091	\$ 5,739,254	\$ 6,106,228	\$ 6,824,859	\$ 5,262,583

**Tourist Development Tax Collection Data
Reported in Fiscal Year
Escambia County Florida**

ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020											
Month Of Collection	For The Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	\$ 107,283	\$ 114,546	\$ 132,767	\$ 128,403	\$ 147,425	\$ 179,922	\$ 193,635	\$ 212,944	\$ 211,660	\$ 225,050
NOV	OCT	\$ 92,072	\$ 101,526	\$ 108,399	\$ 111,761	\$ 137,018	\$ 156,450	\$ 177,586	\$ 170,074	\$ 228,693	\$ 212,722
DEC	NOV	\$ 75,487	\$ 81,615	\$ 84,966	\$ 78,869	\$ 94,751	\$ 101,914	\$ 120,788	\$ 127,601	\$ 142,269	\$ 132,314
JAN	DEC	\$ 64,182	\$ 70,721	\$ 69,039	\$ 76,767	\$ 83,950	\$ 96,043	\$ 97,594	\$ 113,478	\$ 113,404	\$ 124,960
FEB	JAN	\$ 64,087	\$ 66,948	\$ 68,651	\$ 77,960	\$ 82,497	\$ 93,049	\$ 99,469	\$ 104,265	\$ 116,593	\$ 121,815
MAR	FEB	\$ 80,524	\$ 90,075	\$ 94,604	\$ 95,340	\$ 103,068	\$ 122,492	\$ 125,987	\$ 131,185	\$ 140,217	\$ 148,662
APR	MAR	\$ 132,563	\$ 154,667	\$ 172,747	\$ 170,253	\$ 183,564	\$ 208,857	\$ 215,661	\$ 246,706	\$ 268,622	\$ 132,008
MAY	APR	\$ 139,244	\$ 149,117	\$ 151,851	\$ 168,864	\$ 185,872	\$ 193,369	\$ 232,795	\$ 227,503	\$ 256,161	\$ 80,492
JUN	MAY	\$ 170,013	\$ 180,683	\$ 200,642	\$ 226,476	\$ 253,176	\$ 257,252	\$ 279,674	\$ 275,550	\$ 317,126	\$ 179,244
JUL	JUN	\$ 236,252	\$ 292,132	\$ 315,410	\$ 327,378	\$ 353,070	\$ 369,680	\$ 369,896	\$ 426,104	\$ 480,208	\$ 396,926
TOTAL		\$ 1,161,707	\$ 1,302,030	\$ 1,399,077	\$ 1,462,070	\$ 1,624,392	\$ 1,779,030	\$ 1,913,085	\$ 2,035,409	\$ 2,274,953	\$ 1,754,194



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-18418

Clerk & Comptroller's Report 8. 2.

BCC Regular Meeting

Consent

Meeting Date: 08/20/2020

Issue: Minutes and Reports

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:

A. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held August 6, 2020; and

B. Approve the Minutes of the Regular Board Meeting held August 6, 2020.

Attachments

20200806 Agenda Work Session Report

20200806 Gary Sansing Public Forum Report

20200806 Regular BCC Meeting Minutes

**REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**AUGUST 6, 2020
(9:03 a.m. – 11:09 a.m.)**

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

1. FOR INFORMATION: The Board agreed to forego Agenda Review in favor of discussions and presentations, as follows:
 - A. Dr. Ed Ranelli, UWF Associate Vice President, presented the reopening plan for UWF (Written Communication Item);
 - B. Marie Mott, Florida Department of Health Administrator, presented an update on data for COVID-19 in Escambia County and answered questions from the Board; the Board also gave direction to ensure that every inmate who desired a COVID test was able to receive one;
 - C. County Administrator Gilley and Chips Kirschenfeld, Natural Resources Management Director, presented an update on the implementation plan for CARES Act funding (County Administrator's Report Discussion Item 2) and heard input from the Board; Mayor Grover Robinson provided comments regarding the City's request for CARES Act funding;
 - D. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report and provided information regarding Tourist Development Tax Collections; and Darien Schaefer, Visit Pensacola President, provided an update on the current status of encumbered funds for Visit Pensacola and the unified budget; and

(Continued on Page 2)

AGENDA WORK SESSION REPORT – AUGUST 6, 2020

1. Continued...

- E. Commissioner Underhill reviewed his add-on item and the Board briefly discussed dropping the 5:34 p.m. Public Hearing and several County Administrator's Report Items (CAR I-7, CAR I-8, and CAR II-8) from the agenda.

REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 6, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor,
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

Chairman Barry called the Gary Sansing Public Forum to Order at 4:31 p.m.

2. Speakers

The Board heard comments from the following individuals:

Richard Hawkins	James Scott	Mason Guttery
Jimmy Trotter	James Welcome	Jewel Cannada-Wynn
Nick Trammell	James Stanton	Kristi Barragan
John Wade	Arlene Wires	Sarah Brummet
Lex Egea	Frances Hinely	Willie Carter
Chelsea Alberda	Paul Baker	Alice Stanberry
Nick Gradia	Shane Smith	Tori Balogh
Alysia Pittman	Sharon Posner	Joy Harrell
Craig Morin	Michael Glover	Shannon Rogers
Carol Cleaver	Eileen Ehram	Kara Byrd
Kimberly Garman	Celeste Brill	Willie Craig
Michael Lowery	Wanda Cleary Mann	Cary Wilson

3. Adjournment

Chairman Barry declared the Gary Sansing Public Forum adjourned at 6:02 p.m.

**MINUTES OF THE REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

AUGUST 6, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 6:03 p.m.

2. Invocation

Pastor Mike Mashburn of Gonzalez Baptist Church delivered the invocation.

3. Pledge of Allegiance to the Flag

Commissioner Barry led the Pledge of Allegiance to the Flag.

MINUTES – AUGUST 6, 2020

REGULAR BCC AGENDA – Continued

4. Recommendation: That the Board adopt the agenda as prepared (or duly amended).

Motion: Move the agenda, as amended
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

5. Commissioners' Forum:

- A. District 3 – Commissioner May provided comments;
- B. District 1 – Commissioner Bergosh provided comments;
- C. District 4 – Commissioner Bender provided comments;
- D. District 5 – Commissioner Barry provided comments; and
- E. County Administrator Gilley provided comments.

6. Recommendation: That the Board take the following action:

- A. Adopt the Proclamation commending and congratulating Natalie Jackson, a Senior Office Support Assistant in the Facilities Management Department, on her selection as the "Employee of the Month" for August 2020;
- B. Adopt the Proclamation commending and congratulating Charles B. Ward on his retirement, and expressing appreciation for 35 years of faithful and dedicated service to Escambia County; and
- C. Ratify the Proclamation dated July 30, 2020, honoring and congratulating Mrs. Mattie Lee Price on reaching the age of 100 and extending best wishes to her for continued good health and happiness.

Motion: Move that we adopt Proclamations A and B and ratify Proclamation C
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Natalie Jackson

MINUTES – AUGUST 6, 2020

REGULAR BCC AGENDA – Continued

7. Written Communication - July 22, 2020, communication from Howard J. Reddy, Vice President, Division of University Advancement, regarding the University of West Florida Reopening Campus Plan, for Fall 2020.

Disposition: No action taken

For Information: Dr. Ed Ranelli, UWF Associate Vice President, presented the reopening plan for UWF at the Agenda Work Session on August 6, 2020.

8. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule, as follows:

A. The following ten Public Hearings on the agenda:

- (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 25, 2020, for consideration of adopting an Ordinance creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach;
- (2) The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 24, 2020, for consideration of the Fiscal Year 2020 Proposed Grant Application for Mass Transit Projects;
- (3) The 5:34 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 29, 2020, concerning the adoption of an Ordinance establishing an Economic Development Ad Valorem Tax Exemption for the Navy Federal Credit Union Expansion;
- (4) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 19, 2020, for consideration of adopting an Ordinance amending the Official Zoning Map;
- (5) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 22, 2020, concerning the review of an Ordinance amending the Future Land Use Map - SSA-2020-02;
- (6) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 22, 2020, concerning the review of an Ordinance amending the Future Land Use Map; SSA-2020-03;

(Continued on Page 4)

MINUTES – AUGUST 6, 2020

REGULAR BCC AGENDA – Continued

8. Continued...

A. Continued...

- (7) The 5:48 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 19, 2020, concerning the review of an Ordinance amending Chapter 6, Definitions, Section 6-0.3 Terms Defined;
- (8) The 5:49 p.m. Public Hearing, advertised in the *Pensacola News Journal* on June 22, 2020, concerning the review of an Ordinance amending Chapter 7, Policy FLU 1.1.1 and FLU 5.1 to provide for an Amendment to the 2030 Future Land Use Map Named LSA-2020-02;
- (9) The 5:50 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 17, 2020, for consideration of adopting an Ordinance amending the Official Zoning Map;
- (10) The 5:51 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 21, 2020, concerning the review of an Ordinance amending the Future Land Use Map, LSA-2019-05;

B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 3 – August 7, 2020*, as published in the *Pensacola News Journal* on August 1, 2020.

Motion: Move that we waive the reading
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

9. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-26] regulating the operation of micromobility devices and motorized scooters on Pensacola Beach.

Motion: Motion to approve and amend and include that the definition of micromobility devices does not include an e-bike
For Information: County Attorney Rogers added that the same information could be put into the definition for motorized scooter.
Made by: Commissioner Bender
Seconded by: Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Meredith Crawford and Larry Downs, Jr.

MINUTES – AUGUST 6, 2020

REGULAR BCC AGENDA – Continued

10. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5339 Funds, for capital expenses:
- A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department, for \$1,612,050 in Federal Assistance, for Capital expenses;
 - B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;
 - C. Adopt the Resolution [R2020-96] authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and
 - D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

Mass Transit staff recommends that Escambia County Board of County Commissioners apply for the apportionment by approving an Application for the below program of projects:

BUDGET CATEGORY	DEFINITION	PROJECT COST
Shop Equipment	Bus Vacuum Cleaner	\$300,000
Shop Equipment	Parts Washer, Hydraulic Press, Drill Press, Exhaust Fans for Shop	\$82,050
Software	Operations Dispatching / Route Software	\$980,000
Software	Passenger Information Software	\$250,000
	TOTAL	\$1,612,050

[Funding: The Grant Application is for a total of \$1,612,050. Capital assistance requires a 20% local match of \$403,013. The local match is covered by Federal Highway Toll Revenue Credits.]

Motion: Move the 5:33 in the affirmative A, B, C and D
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously
Speaker(s): None

MINUTES – AUGUST 6, 2020

REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:34 p.m. Public Hearing, adopt an Ordinance to establish an Economic Development Ad Valorem Tax Exemption (EDATE) for the Navy Federal Credit Union Expansion.

Motion: Move to drop [and bring back on September 3 rd at 5:33 p.m]
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

CLERK & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2020 returns received in the month of June 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the ninth month of collections for the fiscal year 2020; total collections for the month of May 2020 returns was \$716,975.67; this is a 43.48% decrease from May 2019 returns; total collections year to date are 24.37% less than the comparable time frame in Fiscal Year 2019.

Motion: Move the Clerk's Report Items 1, 2, 3, and 4
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2020, as required by Ordinance Number 95-13. On June 30, 2020, the portfolio market value was \$329,548,157 and portfolio earnings totaled \$353,411 for the month. The short term portfolio achieved a yield of 0.97%. The long-term CORE portfolio achieved a yield of 0.27%.

Motion: Move the Clerk's Report Items 1, 2, 3, and 4
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

3. Recommendation: That the Board accept, for filing with the Board's Minutes, the certified proof of publication of the advertisement of the Notice of Intent by the Escambia County Clerk of Court to initiate forfeiture by September 1, 2020, against unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller, as published in the Escambia Sun Press on July 16, 2020.

Motion: Move the Clerk's Report Items 1, 2, 3, and 4
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

4. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:
- A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Budget Workshop held July 14, 2020;
- B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held July 16, 2020; and
- C. Approve the Minutes of the Regular Board Meeting held July 16, 2020.

Motion: Move the Clerk's Report Items 1, 2, 3, and 4
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. PUBLIC HEARINGS

1. Recommendation: That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on July 6, 2020:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-05, and Z-2020-06 or remand the Cases to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the Rezoning Cases that were reviewed, as follows:

1. Case No.: **Z-2020-05**
Address: 8838 Fowler Avenue
Property Reference No.: 10-1S-30-1101-081-001
Property Size: 2.4 (+/-) acres
From: HDMU, High Density Mixed Use district (25 du/acre)
HC/LI-NA, Heavy Commercial Light Industrial district,
To: prohibiting the subsequent establishment of any
microbreweries, microdistilleries, microbreweries, bars,
nightclubs, or adult entertainment uses (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: William Joseph, Agent for Patrick Neville, Owner
Planning Board Recommendation: Deny
Speakers: William Joseph, Patrick Neville, Ronald Fowler, Margaret Conner

Motion: Move to support the position of the Planning Board [to deny the Rezoning]
Made by: Commissioner May
Seconded by: Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): William Joseph

(Continued on Page 9)

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

1. Continued...

B. Continued...

2. Case No.: **Z-2020-06**
Address: Halcyon Circle
Property Reference: 26-2S-31-1000-004-001
Property Size: 9.99 (+/-) acres
From: MDR, Medium Density Residential district (10 du/acre)
To: Com, Commercial district (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Tom Hammond, Agent for Anthony Baroco, Owner
Planning Board Recommendation: Deny

Speakers: Tom Hammond, Anthony Baraco, Sherrie Baraco, Patsy Kee, Ramona Taylor, Ernestine Geci, Wade Geci, Michelle Warren, Douglas Cecil, Sandy Griner, Robert Jernigan, Brenda Presley, Mark Edwards, Frank Koskie, Jordan Walls, Harry Huelsbeck, Tammy Koskie, Thomas Warren, Brian Barr, Barbara Albrecht, Nancy Barr, Charles Hamilton, Mary Strawbridge, Thomas Hatch, Jennifer Rathbun, EG Presley, Edward Lance Presley, Shane Wood, Richard Hawkins, Paul Hawkins, Ellen Rostin, Thomas Haines, Emily Smith, Angela Windham, Katelyn Mines, Thomas Hix, Alexis Mines, Elliot Bawden, Veronica Bawden, Kimberly Birthright, Lupe Birthright, Robert Johnson, Jennifer Johnson, Rex Jenson, Raymond Bowne, Patricia Cornish, Steve Cornish, Mark Frances, Phillip Kittell, Lisa Kirkman, Namrata Advani, Tammy Dyess, Michael Dyess, Rosemary "Jana" Graves, Karrie Galvano, Christine Schuster, Janet Struck

Motion: Move that we drop Case Z-2020-06
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously
Speaker(s): None

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

2. Recommendation: That the Board, at the 5:45 p.m. Public Hearing, adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Cases heard by the Planning Board on July 6, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

Motion: So moved
For Information: Chairman Barry advised that he would entertain a motion to drop the 5:45 p.m. Public Hearing.
Made by: Commissioner May
Seconded by: Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

3. Recommendation: That the Board of County Commissioners, at the 5:46 p.m. Public Hearing, review and adopt an Ordinance [Number 2020-27] amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2020-02, changing the Future Land Use category of a parcel within Section 34, Township 2S, Range 30W, Parcel # 0061-000-002, totaling 7.5 (+/-) acres, located on Westover Street, from Commercial (C) to Mixed-Use Suburban (MU-S).

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May temporarily out of Board Chambers
Speaker(s): None

4. Recommendation: That the Board of County Commissioners, at the 5:47 p.m. Public Hearing, review and adopt an Ordinance [Number 2020-28] amending the Future Land Use Map (FLUM) of the Comprehensive Plan by Small-Scale Amendment SSA-2020-03, changing the Future Land Use category of a parcel within Section 50, Township 2S, Range 30W, Parcel # 1000-000-001, totaling 8.44 (+/-) acres, located on Old Corry Field Road, from Commercial (C) to Mixed-Use Urban (MU-U).

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner May temporarily out of Board Chambers
Speaker(s): None

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

5. Recommendation: That the Board of County Commissioners, at the 5:48 p.m. Public Hearing, review and adopt an Ordinance [Number 2020-29] to the Land Development Code (LDC) amending Section 6-0.3 Terms Defined, to change the effective date for a lot of record from February 8, 1996, to April 16, 2015.

Motion: Move the 5:48 in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried 4-0 with Commissioner Bender temporarily out of Board Chambers
Speaker(s): None

6. Recommendation: That the Board of County Commissioners, at the 5:49 p.m. Public Hearing, review and transmit to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel 25-2S-31-1303-000-000, located on Dog Track Road, requesting to change the existing FLUM designation from Commercial (C) to Mixed-Use Urban (MU-U) of 88.24 (+/-) acres.

This hearing serves as the first of two required public hearings.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried 4-0 with Commissioner Bender temporarily out of Board Chambers
Speaker(s): Joe Rector

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

7. Recommendation: That the Board take the following action concerning the Rezoning Case heard by the Planning Board on June 1, 2020:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2020-03 or remand the Case to the Planning Board; and
- B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

1. Case No.: **Z-2020-03**
Address: 5250 Blue Angel Parkway
Property Reference No.: 36-2S-31-1007-000-000
Property Size: 7.66 (+/-) acres
From: LDR, Low Density Residential district (four du/acre)
To: MDR, Medium Density Residential district (10 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner
Planning Board Recommendation: Approval
Speakers: Tom Hammond, Robert Michelson, Clair Sowers, Larry Downs, Jr.

Motion: Move this item in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried 4-0 with Commissioner Bender temporarily out of Board Chambers
Speaker(s): None

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

8. Recommendation: That the Board, at the 5:50 p.m. Public Hearing, adopt an Ordinance [Number 2020-30] to amend the Official Zoning Map to include the Rezoning Case [Z-2020-03] heard by the Planning Board on June 1, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried 4-0 with Commissioner Bender temporarily out of Board Chambers
Speaker(s): None

9. Recommendation: That the Board of County Commissioners (BCC), at the 5:51 p.m. Public Hearing, review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 Future Land Use (FLU) map, LSA-2019-05, changing the FLU category for two parcels located on Pine Forest Road, Parcel Number 24-1S-31-4230-000-020, totaling 10.28 (+/-) acres, and Parcel Number 24-1S-31-3140-000-000, totaling 3.66 (+/-) acres, from Commercial (C) to Mixed-Use Urban (MU-U).

This serves as the first of two public hearings.

Motion: Move the item for transmittal
For Information: The Board discussed giving deference to District 1 once the Ordinance comes back for the second public hearing.
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried 4-1 with Commissioner Bergosh voting “no”
Speaker(s): Richard Copps, Eric Toothman, Will Dunaway, Robert Browning, Glenn Halstead, and James Rudnick

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION

1. Recommendation: That the Board of County Commissioners (BCC) review and approve the 2018/2019 Comprehensive Plan Annual Report.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board review and approve a hold harmless agreement with Triple R Holdings, LLC, for construction of a seawall at 5940 Red Cedar Street, Parcel I.D. # 15-3S-32-2001-013-005. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action concerning recording of Admiral's Quarters, Phase 1 (a-60 lot subdivision with public residential townhome residences) located in the Pine Forest Community, lying south off W. Nine Mile Road (U.S. Alternate Highway 90) and west of Ashland Avenue. Owned and developed by D.R. Horton, Incorporated and owner SNS Stefani, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

- A. Approve the Final Plat for recording;
- B. Approve the street names "Iroquois Court," "Brigade Trail," "Battalion Cove," and "Farragut Way";
- C. Accept all public easements, pond, and drainage improvements within public easements as depicted upon the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU);

(Continued on Page 15)

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION – Continued

3. Continued...

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety for Streets and Drainage improvements; and

E. Authorize the Chairman or Vice Chairman to execute a Temporary Access Easement.

Motion: Move the item A, B, C, D, and E
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

III. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings for September 3, 2020:

A. 5:45 p.m. - A Public Hearing - An Ordinance amending the Land Development Code (LDC), Chapter 4, to expand the use of recreational vehicles as living quarters, establish related use standards, and modify related provisions

Summary: Although recreational vehicles are not dwelling units, they can provide useful temporary living quarters beyond their primary recreational, camping, and travel uses. However, any such use of recreational vehicles outside of duly licensed campgrounds, recreational vehicle parks, or mobile home parks requires land use standards to protect the public health, safety, and general welfare.

(Continued on Page 16)

MINUTES – AUGUST 6, 2020

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA – Continued

1. Continued...

- B. 5:46 p.m. - A Public Hearing - An Ordinance to the Land Development Code (LDC) Chapter 3, Section 3-1.3 "Zoning and Future Land Use," Subsection (G) "Future Land Use Designations," and Subsection (I) "Zoning Implementation of FLU," to add the Future Land Use Category of Agriculture Residential; amending Sections 3-2.2 "Agricultural District (AGR)," and 3-2.3 "Rural Residential district (RR)" to provide for AGR and RR Zoning districts in the AR Future Land Use category

Summary: Escambia County Board of County Commissioners found that the current Comprehensive Plan Section FLU 3.1.5 restricted the ability of a person or entity to obtain approval of a comprehensive plan amendment to the Rural Community (RC) future land use category. The Board of County Commissioners determined that FLU 3.1.5 unduly limited the Board's ability to manage growth and development within the County; the Board found that an amendment to its Comprehensive Plan was necessary and appropriate based on the Goals and Policies of the Escambia County Comprehensive Plan.

- C. 5:47 p.m. - A Public Hearing - An Ordinance amending the Comprehensive Plan: amending Chapter 3, Section 3.04, Definitions; amending OBJ FLU 1.3 Future Land Use Map designations; and amending OBJ FLU 3.1 Rural Development - CPA-2020-1 (first of two public hearings)

Summary: Escambia County Board of County Commissioners finds that the current Comprehensive Plan Section FLU 3.1.5 restricts the ability of a person or entity to obtain approval of a comprehensive plan amendment to the Rural Community (RC) future land use category; the Board has determined that FLU 3.1.5 unduly limits the Board's ability to manage growth and development within the County and should be amended.

Motion: Move the Consent Agenda as printed
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board ratify the following August 6, 2020, actions of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program for the Community Redevelopment Agency (CRA):

OLD VERSION	Homesteaded Property	Eligible for 50% Match Reimbursement up to \$6,000	INCUR ONE YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.
PROPOSED VERSION	Homesteaded Property	Eligible for 50% Match Reimbursement up to \$6,000	INCUR TWO YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.

OLD VERSION	Non-Homesteaded Property	Eligible for 50% Match Reimbursement up to \$6,000	INCUR ONE YEAR LIEN	Applicants are allowed funding for six eligible improvements, one-time per property.
PROPOSED VERSION	Non-Homesteaded Property	Eligible for 50% Match Reimbursement up to \$6,000	INCUR TWO YEAR LIEN	Applicants are allowed funding for sanitary sewer connections only.

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

Speaker(s): Frances Walsh

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board accept for filing with the Board's Minutes, the July 2, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]

Made by: Commissioner Underhill
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Seconded by: Commissioner Bender

Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

3. Recommendation: That the Board approve the Request for Disposition of Property Form for the Office of the Clerk of Court and Comptroller, for property which is to be auctioned or properly disposed of, all which is described and listed on the Form with the Agency and reason stated.

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]

Made by: Commissioner Underhill
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Seconded by: Commissioner Bender

Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

4. Recommendation: That the Board approve and authorize the Chairman to sign the Permission to Enter Property - Non-Source Agreement with the State of Florida, Department of Environmental Protection (FDEP), to locate contamination, determine contamination levels, and when necessary, remove and remediate contamination which may be performed by the FDEP and its contractor. Specifically, to improve the existing road including one existing box culvert and one bridge, and construct a temporary culvert bridge over the Clark Sand Pond outfall to allow truck access for regrading and capping the Former Omni-Vest Landfill, per FEDP's Remedial Action Plan.

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]

Made by: Commissioner Underhill
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Seconded by: Commissioner Bender

Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action concerning the filing of new traffic restrictions - parking prohibition - per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution [R2020-97] establishing the parking prohibition on Perdido Key Drive from Theo Baars Bridge to Alabama State Line; and

B. Authorize the Chairman to sign the Resolution.

Fund 175	Transportation Trust Fund	211201	53401	Sign Installations
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Perdido Key Drive is located in Commission District 2.

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]

Made by: Commissioner Underhill
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Seconded by: Commissioner Bender

Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

6. Recommendation: That the Board take the following action concerning appointments to the Escambia County Housing Finance Authority:

A. Waive the Board's Policy, Section I, Part B.1. (D), Appointment Policy and Procedures; and

B. Reappoint Robert Ward to serve another four-year term, effective August 1, 2020, through July 31, 2024, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority.

A General Alert was posted on the County's website from July 1, 2020, to July 15, 2020, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. No Resumes' from citizens interested in serving on the Authority were received.

(Continued on Page 20)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Continued...

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

7. Recommendation: That the Board take the following action concerning the Amended and Restated Interlocal Agreement between Escambia County, Santa Rosa County, and the City of Pensacola. Santa Rosa County agrees to pay an annual service fee of \$118,717.42, which is equal to 31% of the annual recurring maintenance and system upgrade fees. The City of Pensacola agrees to pay an annual service fee of \$53,614.31, which is equal to 14% of the annual recurring maintenance and system upgrade fees. Each party's proportionate share will be subject to review every three years, and the annual service fees may be adjusted by written amendment to this Interlocal Agreement:

- A. Approve the Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive 12-month terms beginning on October 1st of each fiscal year until terminated by either party; and
- B. Authorize the Chairman to sign the Agreement.

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]
Made by: Commissioner Underhill Seconded by: Commissioner Bender
Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the Amended and Restated Interlocal Agreement between Escambia County, Florida, and the University of West Florida:

- A. Approve the Interlocal Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive twelve-month terms beginning on October 1st of each fiscal year until terminated by either party; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: N/A]

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

9. Recommendation: That the Board schedule a Public Hearing for September 3, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block 28 of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.:

- A. Authorize the scheduling of a Public Hearing for September 3, 2020, at 5:32 p.m., to consider the Petition to Vacate the Alleyway Located in Block 28 of Englewood Heights (0.14 acres, more or less), as petitioned by the School District of Escambia County, represented by its Agent, Nicholas King, P.E.; and
- B. Require the Petitioner to notify all property owners within a 1,500 feet radius.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

Motion: Move the Technical/Public Service Consent Agenda minus Items 7 and 8 [which Chairman Barry advised were dropped]
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Program Housing Rehabilitation Services for 7750 Fiesta Road:
 - A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Miranda Yelder, Owner; per the terms and conditions of NED S-R-2020-10, NED SHIP Housing Repair for 7750 Fiesta Road, for a bid of \$29,000; and
 - B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
David H. Griffin Enterprises, LLC	Fund 120/2020 SHIP, Cost Center 370207	\$29,000	NED-S-R-2020-10

Motion: Move the item
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried 4-0 with Commissioner Bergosh temporarily out of Board Chambers

2. Recommendation: That the Board take the following action concerning the Coronavirus Relief Fund Subrecipient Agreement with Florida Housing Finance Corporation:
 - A. Authorize the Chairman to sign the Coronavirus Relief Fund (CRF) Subrecipient Agreement with Florida Housing Finance Corporation in order to receive \$903,834 in CRF funds;
 - B. Authorize the Chairman or County Administrator to sign any subsequent Amendments to the Agreement as required;
 - C. Approve the general activities of rent, mortgage, and utility assistance and emergency repair assistance in response to the COVID-19 pandemic as permitted under the funds; and

(Continued on Page 23)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued...

- D. Authorize the County Administrator and/or Project Administrator, as appropriate, to execute documents relating to implementation and completion of the Agreement.

[Funding: Fund 110/CARES-CRF-FHFC Housing, Cost Center 370239]

Motion: Move the item in the affirmative A, B, C and D, as amended to include a cap of \$3,000 per family
For Information: The Board requested that staff make the extra effort to assist citizens and steer them toward the correct source of funding if they apply incorrectly and discussed having a paid employee rotate through community centers to assist with applying for funding.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board ratify the following August 6, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Property Owner; and

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Michelle S. Johnson	633 Lakewood Road	151	Barrancas-370116	Replacement Roof	\$3,625

- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion: So moved
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board ratify the following August 6, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

- A. Approving the following cancellations of five Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program; and

Property Owners	Address	Amount
Lavanda Jean Walden	220 Betty Road	\$4,462
Ronald F. and Joan P. Olmstead	17 Audusson Avenue	\$4,133
Gary S. Holloway	6612 Flagler Drive	\$2,950
Bert Thomas and Helen S. Black	6226 Vicksburg Drive	\$6,000
James B. and Jill S. Amos	9016 Chemstrand Road	\$4,347

- B. Authorizing the Chairman to execute the Cancellation of Lien documents.

Motion: Move the item A and B in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #1 to Blue Arbor, Inc., for additional funds for NHS Brownsville and Ebonwood Community Center workers:

DEPARTMENT	NEIGHBORHOOD & HUMAN SERVICES
DIVISION	COMMUNITY CENTERS
TYPE-CHANGE ORDER	ADDITION
AMOUNT	\$20,000
VENDOR	BLUE ARBOR, INC.
PROJECT NUMBER	19NH0389
CONTRACT NUMBER	PD 17-18.055
PURCHASE ORDER#	200909
ORIGINAL AWARD AMOUNT	\$45,000
CHANGE ORDER #1	\$20,000
TOTAL	\$65,000

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #1 to Key Ford LLC, adding funds for the repair and maintenance needs of the EMS fleet vehicles:

Department:	Public Safety
Division:	EMS
Type:	Addition
Amount:	\$15,000
Vendor:	Key Ford LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200685
Change Order #:	1
Original Award Amount:	\$20,000
Change Order #1 as requested:	\$15,000
Total:	\$35,000

Due to unexpected repairs, aging EMS Fleet and preventative maintenance needs, additional funds in the amount of \$15,000 are needed.

[Funding Source: Fund 408, Emergency Medical Services, Cost Center 330302, EMS]

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order to Deere & Company, based upon previously-awarded Contracts, Contractual Agreements or annual requirements, for the Public Safety Department:

Vendor/Contractor	Amount	Contract Number
Deere & Company Vendor #: 100304 Fund 353, LOST IV, Public Safety Cost Center: 330434 Project: 20PS1294	\$14,415.03	National Purchasing Partners (NPP) UVs PS18010 (PG 8Z CG 70)

[Funding Source: Fund 353, LOST IV, Cost Center 330434, Public Safety LOST]

This project is located in Commission 4 District.

Motion: Move the item in the affirmative
Made by: Commissioner Bender
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

8. Recommendation: That the Board take the following action concerning the Agreement with Motorola Solutions, Inc.:

A. Approve and authorize the County Administrator to sign the Agreement and any subsequent related documents without further action by the Board; and

B. Authorize the issuance of an annual Purchase Order.

[Funding Source: Fund 353, LOST IV, Cost Center 330434, \$4,240,935 and Fund 001, General Fund, Cost Center 330403, \$5,114,081]

Motion: So moved [to drop]
Made by: Commissioner Bender
Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve and authorize the County Administrator or designee to execute Change Order #1 to Purchase Order #200177, to Emergency Systems Services, Inc., for unscheduled generator maintenance for the Communications Division.

Department:	Public Safety	Funding Source: 001, General Fund; Cost Center 330403, Object Code 54601
Division:	Communications	
Type:	Addition	
Amount:	\$4,000	
Vendor:	Emergency Systems Services, Inc.	
Purchase Order:	200177	
Change Order:	1	
Original Award Amount	\$28,980	
Cumulation Amount of Change Orders Through This Change Order:	\$4,000	
New Purchase Order Total:	\$32,980	

Motion: Move item 9 in the affirmative

Made by: Commissioner Underhill

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

10. Recommendation: That the Board take the following action regarding the State-Funded Grant Agreement between the State of Florida, Division of Emergency Management and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management in the amount of \$11,681 to update the Hazardous Materials Facility Analysis Data for the period ending June 30, 2021:

- A. Approve the State-Funded Grant Agreement between the State of Florida, Division of Emergency Management and Escambia County;
- B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

(Continued on Page 29)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Continued...

- C. Authorize the Manager of the Division of Emergency Management to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (21) Mandated Conditions, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330323]

Motion: Move the item A, B, and C
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried unanimously

11. Recommendation: That the Board accept for the record the Fiscal Year 2019/2020 Escambia County Expenditure Comparison Summary by Fund, Expenditure Comparison Summary by Division/Cost Center, and Community Partner Reports for the third quarter, which ended June 30, 2020.

As of June 30, 2020, Escambia County Expenditure Comparison by fund total percent of budget utilized is at 43%; the Fiscal Year 2019 percent of budget utilized was 44%. Total expenditures as of June 30, 2020, are \$349 million, while total expenditures, as of June 30, 2019, were \$382 million. Current encumbrances of \$78.6 million are noted, but not included in the calculation as they impact future expenditures.

The Board of County Commissioners, on September 23, 2019, agreed that all community partners receiving funds from Escambia County would be required to provide a goals and metrics Scorecard. The goals and metrics scorecard is designed to allow the recipient to provide information stating how the funding received is being used.

Motion: So moved
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board approve the request of Pensacola Developmental Center, located at 1 Villa Drive, Pensacola, FL 32506, to defer the July lease payment until August, at which time both July and August lease payments will be made.

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried unanimously

13. Recommendation: That the Board adopt the Resolution [R2020-98] approving Supplemental Budget Amendment #175, General Fund (001), in the amount of \$17,015, to recognize the Sheriff's off-duty officer reimbursements, miscellaneous fees, auto repairs, public records and investigation costs, and to appropriate these funds back into the Sheriff's Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

Fund Name	Account Name	Account Code	Amount
FROM: General Fund	Miscellaneous Sheriff's Fees	369939	\$ 1,352
	Investigative Costs	341525	\$ 230
	Miscellaneous Reimbursements/Fees	369401	<u>\$15,433</u>
			\$17,015
Fund Name	Cost Center Code/Title	Account Code	Amount
TO: General Fund	540101/Administration	59703	\$17,015
		TOTAL	\$17,015

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board adopt the Resolution [R2020-99] approving Supplemental Budget Amendment #179, Other Grants and Projects Fund (110) and the General Fund (001), in the amount of \$906,094, to recognize the Coronavirus Relief Fund (CRF) allocation provided by the Florida Housing Finance Corporation (FHFC) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and to appropriate these funds to support housing related activities in response to COVID-19.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331626 (new)	CARES-CRF-FHFC Housing	903,834
001	General Fund	369936	Indirect Costs-Other	2,260
Total				\$906,094

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	370239	CARES-CRF-FHFC Housing	51201	Salaries	18,184
110			52101	FICA	1,391
110			52201	Retirement Contributions	1,819
110			52301	Life & Health	3,750
110			52401	Workers Comp	157
110			53401	Other Contractual Srvs	54,136
110			54201	Postage & Freight	100
110			54801	Promotional Activities	936
110			54901	Other Current Chgs & Obligations	2,660
110			55101	Office Supplies	500
110			55201	Operating Supplies	6,750
110			58301	Other Grants & Aids	813,451
001	110201	Non-Departmental	59805	Reserve for Operating	2,260
Total					\$906,094

(Continued on Page 32)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

15. Recommendation: That the Board take the following action concerning the issuance of a Purchase Order to Tolar Manufacturing for the Escambia County Mass Transit Department:

- A. Authorize the issuance of a Purchase Order, in the amount of \$44,225, to Tolar Manufacturing for the purchase of five Bus Shelters; and
- B. Authorize the County Administrator to sign the Purchase Order.

[Funding Source: Fund 320, FTA Capital Grant Fund, Cost Center 211234]

Motion: Move 15, A and B
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

16. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 631 Campbell Road:

- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
- B. Declare surplus the Board's real property at 631 Campbell Road, located in District 5, Account #: 11-1134-000, Reference #: 04-5N-30-3003-000-000; Property Appraiser's current assessed value: \$5,225;
- C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

(Continued on Page 33)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued...

- D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

Motion: Move item 16 A, B, C, and D
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Larry Downs, Jr.

17. Recommendation: That the Board take the following action concerning the correction of Cost Center for Furniture, Fixtures and Equipment (FF&E) item for New Correctional Facility - Medline Industries Inc.:

- A. Rescind the Board's action of June 4, 2020, CAR Item #17, specific vendor Medline, Medical Equipment, Fund:111 Cost Center 290406 authorizing issuing Purchase Orders to various vendors for the purchases of FF&E for the New Correctional Facility in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval; and
- B. Ratify and approve the issuance of Purchase Order 201583 to Medline Industries, Inc., for Medical Equipment, Fund 311 Cost Center 290408 Project #14SH2728. Funds are available in the New Correctional Jail Facility project to pay for this equipment.

Vendor/Contractor	Funding	Amount	Contract Number
Medline Industries Inc. PO 201583	Fund 311, Cost Center 290408, Object Code 56401 Project Number 14SH2728	\$66,208.62	MMCAP MMS2000161

[Funding Source: Fund 311, Series 2017 Project Fund; Cost Center 290408, County Jail Facility; Object Code 56401, Machinery & Equipment, Project #14SH2728]

Motion: Move 17 in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve and ratify the Chairman's signature on the FEMA COVID-19 Federally Funded Subaward and Grant Agreement.

Motion: Move 18 in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

19. Recommendation: That the Board take the following action:

A. Approve the usage of the following two Contracts:

1. NCPA (National Cooperative Purchasing Alliance) Contract 01-97, Advanced Technology Solutions Aggregator; and
2. FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS; and

- B. Approve the issuance of three Purchase Orders, for Hardware Equipment from PC Specialists, Inc. D/B/A Technology Integration Group, for Phase II of the Blanchard Wi-Fi project, in the amount of \$66,224.44, (pricing obtained through the competitively bid NCPA Contract 01-97 and FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS Contract).

Vendor/Contractor	Amount	Contract Number
Vendor: PC Specialists, Inc. d/b/a Technology Integration Group		
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056480	10,320.00	NCPA Contract 01-97, Advanced Technology Solutions Aggregator
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056476	51,205.72	FL - NASPO Data Comm MA# AR1464/PA# 43220000-WSCA-14-ACS
Fund 001, General Fund, Cost Center 270102, Object Code 56401, TIG Hardware quote # 056520	4,698.72	NCPA Contract 01-97, Advanced Technology Solutions Aggregator

(Continued on Page 35)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Continued...

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried unanimously

20. Recommendation: That the Board take the following action concerning Contract PD 14-15.030, Bob Sikes Bridge Toll System Time and Materials Maintenance Contract, and the option to renew for five years:

- A. Approve renewing the Contract for maintenance of the Bob Sikes Bridge Toll System from August 24, 2021, through August 23, 2026; and
- B. Approve and authorize the County Administrator to sign a letter to TransCore, LP, stating that Escambia County is exercising their option to renew for five additional years.

Funding	Amount	Contract Number
Fund 167, Bob Sikes Toll Facility Cost Center 140301 Object Code 54601	\$1,159,505.25	PD 14-15.030 Bob Sikes Toll System

The Bob Sikes Bridge is located in Commission District 4.

Motion: Move to approve A and B
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board approve a Local Option Sales Tax (LOST) IV Discretionary Funding Source, in the amount of \$2,160,000, to fund the Jackson Street Complete Streets Project.

Fund	Cost Center	Project Number	Project Name	Amount
Fund 353, LOST IV Discretionary Funds	110102	To Be Determined	Jackson Street Complete Streets Project	\$2,160,000

This project is located in Commission District 2.

Motion: Move to drop this item

For Information: Commissioner Underhill and Commissioner May discussed Jackson Street and Avery Street, their recollection of each being willing to allocate \$1 million from the respective district discretionary money for Jackson Street, and the desire to send the item back for the new traffic person to take a look and advise the Commissioners/Board. Commissioner Underhill advised the Board that the conversation took care of his add-on item as well.

Made by: Commissioner May

Seconded by: Commissioner Underhill

Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board , for Fiscal Year 2019/2020, amend its actions of October 17, 2019, December 5, 2019, and February 20, 2020, to add the following Cost Center on Contract PD 16-17.081 General Paving and Drainage Pricing Agreement: Fund 353, LOST IV Discretionary Fund, Cost Center 110102.

Original funding:

FUND	COST CENTER
175, Transportation Trust Fund	211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin
182, Master Drainage Basin Fund	210719-210736 - Master Drainage Basins I-XVIII
352, LOST III	210107 - Transportation & Drainage, & 350229 - Parks Capital Projects
353, LOST IV	210106 - Transportation & Drainage, & 350221 - Parks Capital Projects
167, Bob Sikes Toll Fund	140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance.

Adding the following funding:

353, LOST IV Discretionary	110102
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Motion: Move the item in the affirmative
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board take the following action concerning the Third Party Escrow Agreement for the Locally-Funded Agreement (LFA) between the Florida Department of Transportation (FDOT) and Escambia County, Florida:

- A. Approve and authorize the Chairman to sign the Third Party Escrow Agreement between the FDOT and Escambia County, Florida, for County Road (CR) 4 over Canoe Creek (Bridge No. 480039) Bridge Replacement Project (Project #437699-1-32-01); and
- B. Approve and authorize the Chairman to sign the Third Party Escrow Agreement between the FDOT and Escambia County, Florida, for Interstate Circle over 8 Mile Creek (Bridge No. 484071) Bridge Replacement Project (Project #442920-1-32-01).

The project for County Road 4 over Canoe Creek is located in Commission District 5; the project for Interstate Circle over 8 Mile Creek is located in Commission District 1.

Motion: Move A and B in the affirmative
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

24. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to McKim & Creed, Inc., in the amount of \$162,915 on Contract PD 11-12.030, Beach Haven Northeast Drainage and Sanitary Sewer Project Phase 2.

The Beach Haven Phase 2 project is a joint project with the Emerald Coast Utilities Authority (ECUA). This Change Order is for additional professional services for limited construction monitoring and design implementation, stormwater treatment, sewer improvements, roadway design, permitting, and surveying. These services are needed for Phase 2, which will take approximately three years to bid, construct, and close out the project. Design changes were required by the Federal Clean Water Act Grant, by Escambia County, and ECUA, and all are recommended for approval by staff:

(Continued on Page 39)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued...

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	\$162,915
Vendor:	McKim & Creed, Inc.
Project Name:	Beach Haven Northeast Drainage and Sewer Project Phase 2
Contract:	PD 11-12.030
PO#:	200937 (Original PO 121406 formerly known as Jehle-Halstead, Inc.)
CO#:	6
Change Order #1:	\$19,000
Change Order #2:	\$80,845 - Change Order posted / not approved
Change Order #3:	\$48,800.59
Change Order #4:	(\$80,845) - Deductive Change Order / to correct CO #2 posting
Change Order #5:	Time Only
Original Contract Amount:	\$999,430
Cumulative Amount of Change Orders Through this CO:	\$230,715.59
New Contract Amount:	\$1,230,145.59
Funding Source:	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0272

This project is located in Commission District 2.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, for Fiscal Year 2019-2020, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the Development Services Department, as follows:

Vendor/Contractor	Amount	Contract Number
Environmental Systems Research Institute (ESRI) Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 116 Planning Development Review, Cost Center: 240302	\$43,750	Annual Software Maintenance for period 08/21/2020 to 08/21/2021 Quotation #25962161

Motion: Move 25 in the affirmative

Made by: Commissioner Bergosh

Seconded by: Commissioner Bender

Disposition: Carried unanimously

26. Recommendation: That the Board approve the payment to the Florida Department of Transportation, in the amount of \$32,067, for the insurance assessment for the Bob Sikes Bridge in accordance Addendum No. 1 of the Transfer Agreement between the Department of Transportation, the State Board of Administration, and Escambia County, for the period July 1, 2020, to July 1, 2021.

Florida Dept of Transportation	Bob Sikes Bridge Insurance Assessment: \$32,067	Fund 501, Internal Service, Cost Center 140835, Object Code 54501
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[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

Motion: Move it in the affirmative

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Recommendation: That the Board take the following action concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Work Annex, for a not to exceed amount \$57,830 (\$32,830 for full time vocational instructor, \$5,000 for part time certified testing administrator, and \$20,000 for materials, equipment and supplies); and

B. Authorize the Chairman to execute the Agreement.

Escambia County School Board	Fund 111 Detention/Jail Commissary Fund Cost Center 290406	\$57,830
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Motion: Move the item in the affirmative

Made by: Commissioner Bergosh

Seconded by: Commissioner Bender

Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

28. Recommendation: That the Board approve and authorize the County Administrator to execute Change Order #1 to Purchase Order #200597, CSG Forte Payments, Inc., for additional funding for transaction fees, Fiscal Year 2020.

Department:	Waste Services Fund 401 Solid Waste Fund; Cost Center 230314, Operations; Object Code 54901, Other Charges and Obligations
Division:	Waste Division
Type:	Addition
Amount:	\$10,000
Vendor:	CSG Forte Payments Inc. - 425811
Project Name:	Credit/Debit Transaction Fees
Purchase Order#:	200597
Original Award Amount:	\$30,000
Change Order #1:	\$10,000
Total:	\$40,000

Motion: Move the item in the affirmative

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

29. Recommendation: That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and DocuPet CORP., per the terms and conditions of PD 19-20.018, Pet Licensing Management.

Vendor/Contractor	Funding	Amount	Contract Number
DocuPet Corp.	Self-Funding	Self-Funding	PD 19-20.018

Motion: Move it in the affirmative

Made by: Commissioner Bergosh

Seconded by: Commissioner Bender

Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Keep Pensacola Beautiful, Inc., per the terms and conditions of PD 19-20.067, Clean-up of Parks and Boat Ramps, in the amount of \$188,638.

Vendor/Contractor	Funding	Amount	Contract Number
Keep Pensacola Beautiful, Inc.	Fund 001, General Fund, Cost Center 350226, Parks Maintenance - \$34,050.00; Fund 353, LOST IV, Cost Center 350221, Parks Capital Projects - \$129,733.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge - \$13,200.00; Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M - \$11,654.50	\$188,638	PD 19-20.067

This project is located in multiple districts.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

31. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and BR Bonners Hauling, Inc., per the terms and conditions of PD 19-20.064, County Abatement of 9050 Pensacola Boulevard.

Vendor/Contractor	Funding	Amount	Contract Number
BR Bonners Hauling, Inc.	Fund 103, Code Enforcement, Cost Center 220110, Object Code 53401	\$40,000	PD 19-20.064

Motion: Move the item in the affirmative
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Rebol-Battle and Associates, LLC, per the terms and conditions of PD 18-19.080, Woodrun Bridge Replacement and Drainage Improvements Project, in the amount of \$181,133.82.

Vendor/Contractor	Funding	Amount	Contract Number
Rebol-Battle & Associates, LLC	Fund Name: LOST IV, Fund Number 353, Cost Center 210106, Object Code 56301 Project # 19EN0515	\$181,133.82	PD 18-19.080

The Request for Letters of Interest for PD 18-09.080, Woodrun Bridge Replacement and Drainage Improvement Project, was submitted via Government Forms Software to 145 firms on July 10, 2019. Responses were received from four firms and the selection committee ranked the three short-listed firms in the following order:

1. Rebol-Battle & Associates, LLC;
2. Volkert. Inc.; and
3. American Consulting Engineers of Florida, LLC.

Negotiations were conducted with the number one ranked firm. Final Negotiations were conducted on June 25, 2020, resulting in a Best and Final offer of \$107,535.48 for Base Services, \$73,598.34 for Optional Services, Contract Total \$181,133.82.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

33. Recommendation: That the Board take the following action:
- A. Authorize the County to utilize the NASPO (National Association of State Procurement Officials) Valuepoint Contract 06913, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 44-46, Application; Exemptions; and Section 46-64, Board approval; and
 - B. Award and authorize the County Administrator to sign a Purchase Order, in excess of \$25,000, for the purchase of radio equipment for the Public Safety/Fire Department of Escambia County, Florida, to Motorola Solutions, Inc., in the amount of \$27,229.50.

(Continued on Page 45)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

33. Continued...

Vendor	Funding	Amount	Contract Number
Motorola Solutions, Inc.	Fund 352, LOST III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment	\$27,229.50	NASPO/Valuepoint 06913

Motion: Move the item in the affirmative A and B

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

34. Recommendation: That the Board approve the second of two one-year renewal options for an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per the terms and conditions of PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. d/b/a Accustaff, Inc. The renewal is for the projected Fiscal Year 2020-2021, to commence on August 17, 2020, and end on August 16, 2021.

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc.

B. Lot 2 - Temporary Labor Services for the Bob Sikes Toll Collection - JJW Services, Inc. d/b/a Accustaff, Inc.

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc.

(Continued on Page 46)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued...

For a Period of 12 months, the Funding for Lots 1, 2, and 3 are as follows:

LOT 1 – BLUE ARBOR, INC.

Department	Funding	Amount
Building Inspections	Fund Code 406, Building Inspection Funds; Cost Center 250111, Building Inspection Admin; Object Code 53401, Other Contractual Services	\$93,000.00
Community Affairs	Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services	\$65,280.00
Community & Environment	Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services	\$15,500.00
Facilities Management	Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services	\$140,925.00
Library Services	Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services	\$490,926.00
Public Safety	Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services	\$25,209.60
Engineering Construction Management	Fund Code 352, LOST III; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services	\$75,000.00

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MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued...

Engineering Construction Management	Fund Code 353, LOST IV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services	\$75,000.00
Engineering Transportation and Traffic	Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services	\$50,000.00
Parks & Recreation	Fund Code 352, LOST III; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services	\$100,000.00
Development Services	Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services	\$60,000.00
Natural Resources	Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services	\$14,700.00
Natural Resources	Fund Code 117, PK Beach Mouse Fund; Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object Code 53401, Other Contractual Services	\$25,000.00
Natural Resources	Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services	\$15,000.00

(Continued on Page 48)

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued...

Natural Resources	Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services	\$8,000.00
Natural Resources	Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services	\$14,700.00
Waste Services (Administration)	Fund Code 401, Waste Services Fund; Cost Center 230301, Waste Services Admin; Object Code 53401, Other Contractual Services	\$20,280.00
Waste Services (Recycling)	Fund Code 401, Waste Services Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	\$47,062.00
Waste Services (Palafox Transfer Station)	Fund Code 401, Waste Services Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services	\$47,332.00
Waste Services (Operations)	Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services	\$123,816.0 0
Santa Rosa Island	Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services	\$250,000.0 0
Board of County Commissioners	Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services	\$90,000.00

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MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued...

County Administrator	Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services	\$18,000.00
LOT 1 TOTAL		\$1,864,730.60

LOT 2 – JJW SERVICES, INC. d/b/a ACCUSTAFF, INC.

Bob Sikes Toll	Fund Number 167, Bob Sikes Toll; Cost Center 140301; Bob Sikes Toll Admin; Object Code 53401, Other Contractual Services	\$75,000.00
LOT 2 TOTAL		\$75,000.00

LOT 3 – ESCAMBIA COUNTY YOUTH EMPLOYMENT

Escambia County Youth Employment	Fund Number 001, General Fund; Cost Center 110277, LOST Economic Development; Object Code 53401, Other Contractual Services	\$250,000.00
LOT 3 TOTAL		\$250,000.00

Motion: Move it
Made by: Commissioner Bender
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

35. Recommendation: That the Board, per the terms and conditions of PD 19-20.016, Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Zone 4:

- A. Terminate the Contract with Safe Lawn, Inc. (Zone 4) effective August 6, 2020. The firm provided notice requesting termination of Agreement on July 6, 2020; and
- B. Approve and authorize the County Administrator to sign the agreement between Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Zone 4, to Gulf Coast Environmental Contractors, Inc., for the remaining term of the term of the Agreement (year one expires on February 19, 2021).

Vendor/Contractor	Funding	Amount	Contract Number
Gulf Coast Environmental Contractors, Inc.	Fund 353, LOST IV; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services, Project #: 19PR819	\$28,350	PD 19-20.017

Motion: Move the item in the affirmative A and B

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried unanimously

36. Recommendation: That the Board approve funding \$3,000 from Commissioner Robert Bender's discretionary funds that he can use toward County Employee Morale and "Thank You" events during Fiscal Year 2019/2020 and Fiscal Year 2020/2021.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move in in the affirmative

Made by: Commissioner Bender

Seconded by: Commissioner Underhill

Disposition: Carried unanimously

Speaker(s): Larry Downs, Jr.

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

37. Recommendation: That the Board approve the Coronavirus Relief Fund (CRF) Rent, Mortgage, and Utility Assistance Program to assist income qualifying tenants and homeowners affected by COVID-19.

[Funding: Fund 110/CARES-CRF-FHFC Housing, Cost Center 370239]

Motion: So moved, as amended
For Information: The Board amended this item to include a cap of \$3,000 per family.
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

III. FOR DISCUSSION

1. Recommendation: That the Board approve the following allocation for Mr. Robbins Neighborhood, in the amount of \$10,000 of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

Upon approval of this funding allocation, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia County Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

Motion: Move Item 1 in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board:

- A. Discuss and approve the Escambia CARES Act Conceptual Plan;
- B. Authorize the County Administrator to serve as the Authorized Agent for the CARES Act Funding Agreement and any subsequent Agreements or documents requested by the grantor;
- C. Approve the Contract with a professional consultant to provide CARES Act Strategic Services for grant eligibility requirements, fraud detection, and the leveraging of funding to Escambia County; and
- D. Due to the urgency and grant expenditure deadline of December 30, 2020, authorize the County Administrator to implement inter-program transfers of CARES Act funds as needed, and authorize the waiving of competitive requirements for eligible expenditures of CARES Act funds.

Motion: Move the item A, B, C, and D

For Information: The Board discussed bringing back a plan to set detailed parameters on the funding to the August 20, 2020, Regular Board meeting, having the Integrity Group give a complete presentation at the August 20th meeting, not limiting the City's funding to the pot of money for local governments set out in the funding PowerPoint, and the desire to not have funds moved around without the Board's knowledge. There was also brief discussion regarding Mass Transit and the Town of Century.

Made by: Commissioner Underhill

Seconded by: Commissioner Bergosh

Disposition: Carried unanimously

Speaker(s): Eric Miller

COUNTY ATTORNEY’S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following actions:

- A. Ratification of Escambia County State of Local Emergency Resolution R2020-94 and R2020-95; and
- B. Extension of Escambia County State of Local Emergency.

Motion: Move County Attorney’s Report Item 1, A and B
For Information: This action adopted Resolution R2020-100.
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Larry Downs, Jr.

2. Recommendation: That the Board take the following actions:

- A. Authorize the County Administrator to execute the FDEP Consent Order;
- B. Authorize payment of the administrative fine or the development of an in-kind project to satisfy the requirements of the Consent Order without further action by the Board; and
- C. Accept for information that the required remediation is incomplete and the County remains jointly responsible for the outcome until complete and accepted by FDEP.

[Funding: Fund 001, Cost Center 110201, Object Code 54901]

Motion: Move County Attorney’s Report Item 2, A, B, and C
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – AUGUST 6, 2020

COUNTY ATTORNEY'S REPORT – Continued

II. FOR INFORMATION

1. Recommendation: That the Board be made aware that the Petition for Writ of Certiorari filed by Mr. Brad Crain in the First District Court of Appeal, State of Florida, has been denied.

Disposition: No action taken

2. Recommendation: That the Board be made aware that the County Attorney's Office has successfully defended Supervisor of Elections David H. Stafford's and the Escambia County Canvassing Board's respective interests in the above-referenced lawsuits previously pending in the United States District Court for the Northern District of Florida. Both cases were amicably resolved in Escambia County's favor and in favor of all Florida voters.

Disposition: No action taken

For Information: The cases referred to in the recommendation are Kirk Nielsen, et al. v. Ron Desantis, et al., Case No.: 4:20-CV-00236-RH-MJF and Dream Defenders, et al. v. Ron Desantis, et al., Case No.: 1:20-CV-00067-RH-GRJ.

VERBAL ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Jackson Street Discussion

Commissioner Underhill addressed this item during the discussion on County Administrator's Budget/Finance Consent Agenda Item 21.

VERBAL ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Mask Discussion

Motion: Move approving a Resolution [recommending the use of face coverings in public settings to prevent the further spread of COVID-19] to also include in section 2 following all CDC guidelines including staying home when not feeling well, maintaining six feet of social distancing, and frequent hand washing [R2020-101]

Made by: Commissioner Bender

Seconded by: Commissioner Bergosh
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Disposition: Carried 4-1 with Commissioner May voting "no"

Speaker(s): Larry Downs, Jr.

MINUTES – AUGUST 6, 2020

ANNOUNCEMENTS

Commissioner Barry advised that the August 13, 2020, Committee of the Whole will be canceled and the Board would meet again at the Regular Meeting on August 20, 2020.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 9:41 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

Approved: August 20, 2020



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18431

Growth Management Report 8. 1.

BCC Regular Meeting

Action

Meeting Date: 08/20/2020

Issue: Action Item - Belmont Downs Final Plat

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Belmont Downs, Permit FP# 20072663PSD-FP

That the Board take the following action concerning recording of Belmont Downs (a 48-lot public residential subdivision) located in the Ensley Community, lying south of E. Nine Mile Road (U.S. Alternate Highway 90) and west off Chemstrand Road. Owned and developed by Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street names "Polo Terrace" and "Derby Lane";

C. Accept all public easements, pond, drainage improvements within public easements as depicted upon the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice Chairman to execute a Two-Warranty Agreement without Surety for Streets and Drainage improvements.

BACKGROUND:

The preliminary plat was approved on May 5, 2019. The Construction plans were approved on October 2, 2019. The Escambia County Public Safety Department approved the street names "Polo Terrace" and "Derby Lane" on January 18, 2019. Development Services Department inspected the improvements on August 13, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety and Covenants and Restrictions with Bylaw's and Articles of Incorporation and a Real Estate Sales Infrastructure Maintenance Disclosure for Residential Lots will be recorded with

the Final Plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Kia Johnson on August 12, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

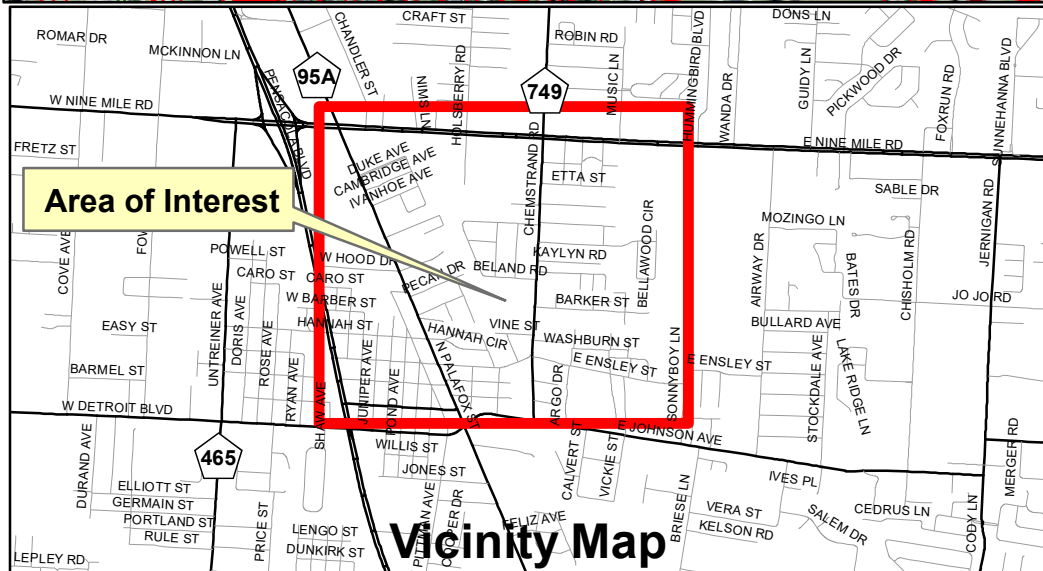
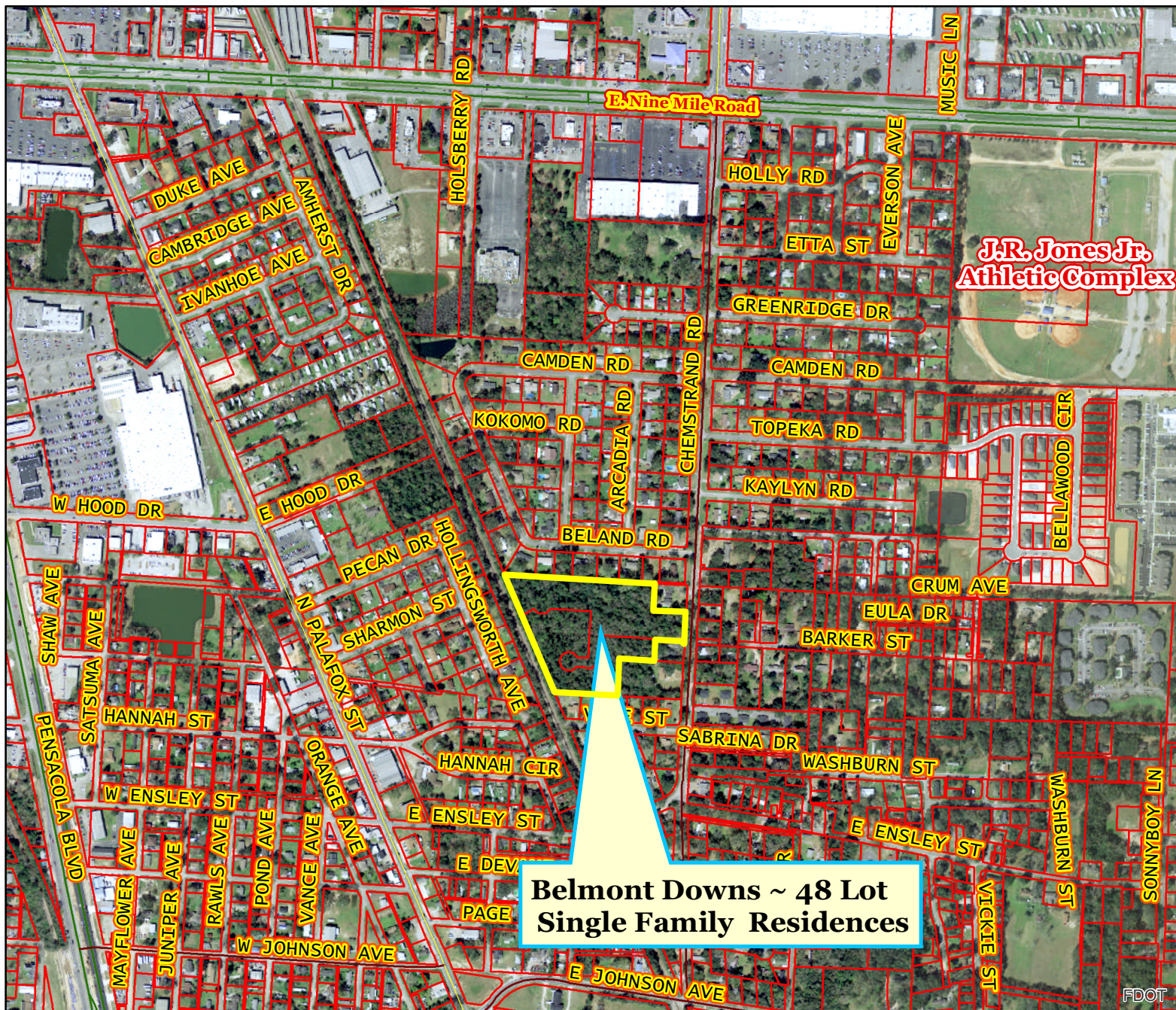
Location/Vicinity Map

Street Name Approval Letter

Two-Year Warranty Agreement

Final Plat

Final Plat ~ Belmont Downs 48 Lot Single Family Residences





Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

January 18, 2019

Street Name Approval Letter

The following names have been submitted for approval:

Polo Terrace
Derby Lane

The streets are located in:

Belmont Downs

The name was requested by:

David W. Fitzpatrick, P.E., P.A.
850-476-8677

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Andrew Hamilton

9-1-1 Coordinator

Prepared by:

David W. Fitzpatrick, P.E., P.A.

10250 N Palafox Street

Pensacola, FL 32534

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between ESPLANADE COMMUNITIES OF FLORIDA, LLC, a limited liability company organized under the laws of the State of Florida whose address is 3000 GULF BREEZE PARKWAY GULF BREEZE FL 32563 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for BELMONT DOWNS Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

[Signature]
Rondric Raimond
(printed name)

WITNESS:

[Signature]
Andrea De la Cerna
(printed name)

DEVELOPER/OWNER:

ESPLANADE COMMUNITIES OF FLORIDA, LLC
(name of limited liability company)

By: [Signature]
(signature)

BRYAN ADAMS
(printed name)

MANAGER
(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA [Signature] Rosa

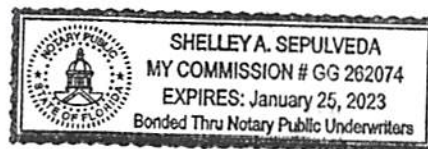
The foregoing instrument was acknowledged before me this 24 day of July, 2020, by William Bryan Adams as _____ (select one title: Manager/Member/Managing Member) of _____ (name of limited liability company). He/She (☒) is personally known to me, or (☐) has produced _____ as identification.

(Notary Seal)

[Signature]
Signature of Notary

SHELLEYA.SEPULVEDA

Name of Notary (printed)



Escambia County, through its Board of County
Commissioners

By: _____,
_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____, 20____

Deputy Clerk

BCC Approved: _____

This document approved as to form,
and legal sufficiency.

By Kim M. Johnson
Title Assistant County Attorney
Date 8/12/2020

Exhibit A
Legal Description of Development

Prepared by: SAM SURVEYING AND MAPPING
312 GOVERNMENT AVE. STE 1
NICEVILLE, FLORIDA 32578

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4 INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF EAST SIDE SUBDIVISION, RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTH LINE OF SAID SUBDIVISION, RUN NORTH 86 DEGREES 35 MINUTES 03 SECONDS WEST, A DISTANCE OF 350.52 FEET TO A FOUND 4 INCH SQUARE CONCRETE MONUMENT STAMPED 1748 AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, CONTINUE ALONG SAID NORTH LINE, NORTH 86 DEGREES 36 MINUTES 10 SECONDS WEST, A DISTANCE OF 350.08 FEET TO A FOUND 4 INCH BY 5 INCH CONCRETE MONUMENT ON THE EAST RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100 FOOT RIGHT OF WAY); THENCE ALONG SAID EAST RIGHT OF WAY LINE, RUN NORTH 22 DEGREES 52 MINUTES 08 SECONDS WEST, A DISTANCE OF 694.81 FEET TO A SET 4 INCH SQUARE CONCRETE MONUMENT STAMPED SAM LLC LB 7908 PRM; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, ALONG THE SOUTH LINES OF THOSE PARCELS OF LAND DESCRIBED IN: OFFICIAL RECORDS BOOK 2195, PAGE 803; OFFICIAL RECORDS BOOK 2349, PAGE 541; OFFICIAL RECORDS BOOK 6266, PAGE 1955; OFFICIAL RECORDS BOOK 6190, PAGE 1456; OFFICIAL RECORDS BOOK 7068, PAGE 1761; AND OFFICIAL RECORDS BOOK 2195, PAGE 801, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN SOUTH 86 DEGREES 55 MINUTES 17 SECONDS EAST, A DISTANCE OF 823.59 FEET TO A FOUND 4 INCH SQUARE CONCRETE MONUMENT STAMPED 1748 MARKING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7613, PAGE 1693; THENCE LEAVING SAID SOUTH LINES, ALONG THE WEST LINE OF SAID PARCEL, RUN SOUTH 03 DEGREES 11 MINUTES 06 SECONDS WEST, A DISTANCE OF 149.54 FEET TO A SET 4 INCH CONCRETE MONUMENT STAMPED SAM LLC LB 7908 PRM MARKING THE SOUTHWEST CORNER OF SAID PARCEL; THENCE LEAVING SAID WEST LINE, ALONG THE SOUTH LINE OF SAID PARCEL, RUN SOUTH 86 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 178.91 FEET TO A SET 4 INCH SQUARE CONCRETE MONUMENT STAMPED SAM LLC LB 7908 PRM MARKING THE SOUTHEAST CORNER OF SAID PARCEL AND BEING ON THE WEST RIGHT OF WAY LINE OF CHEMSTRAND ROAD (66 FOOT RIGHT OF WAY); THENCE LEAVING SAID SOUTH LINE, ALONG SAID WEST RIGHT OF WAY LINE, RUN SOUTH 02 DEGREES 36 MINUTES 46 SECONDS WEST, A DISTANCE OF 164.54 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 02 DEGREES 54 MINUTES 45 SECONDS WEST, A DISTANCE OF 24.73 FEET TO A SET NAIL AND DISK STAMPED SAM LLC LB 7908 PRM ON A NON-TANGENT CURVE TO LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5354, PAGE 1398 AND SAID CURVE CONCAVE TO THE WEST, RUN NORTHWESTERLY, AN ARC DISTANCE OF 39.05 FEET THROUGH A CENTRAL ANGLE OF 89 DEGREES 29 MINUTES 27 SECONDS (CHORD OF SAID ARC BEARING NORTH 41 DEGREES 49 SECONDS 59 MINUTES WEST, A CHORD DISTANCE OF 35.20 FEET) TO A SET 4 INCH SQUARE CONCRETE MONUMENT STAMPED SAM LLC LB 7908 PRM; THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 86 DEGREES 34 MINUTES 42 SECONDS WEST, A DISTANCE OF 138.22 FEET TO A SET 4 INCH SQUARE CONCRETE MONUMENT STAMPED SAM LLC LB 7908 PRM MARKING THE NORTHWEST CORNER OF SAID PARCEL; THENCE LEAVING SAID NORTH LINE, ALONG THE WEST LINE OF SAID PARCEL, RUN SOUTH 02 DEGREES 53 MINUTES 34 SECONDS WEST, A DISTANCE OF 115.03 FEET TO A SET 4 INCH SQUARE CONCRETE MONUMENT STAMPED SAM LLC LB 7908 PRM MARKING THE SOUTHWEST CORNER OF SAID PARCEL; THENCE LEAVING SAID WEST LINE, ALONG THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5751, PAGE 808, RUN NORTH 86 DEGREES 35 MINUTES 53 SECONDS WEST, A DISTANCE OF 187.01 FEET TO A SET 4 INCH SQUARE CONCRETE MONUMENT STAMPED SAM LLC LB 7908 PRM MARKING THE NORTHWEST CORNER OF SAID PARCEL; THENCE LEAVING SAID NORTH LINE, ALONG THE WEST LINE OF SAID PARCEL, RUN SOUTH 03 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 199.92 FEET TO THE POINT OF BEGINNING, CONTAINING 9.594 ACRES, MORE OR LESS.

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONCRETE AT FOUND 4 INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF EAST SIDE SUBDIVISION, RECORDED IN PLAT BOOK 4, PAGE 38 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA. FROM SAID POINT OF COMMENCEMENT ALONG THE NORTH LINE OF SAID SUBDIVISION, RUN NORTH 86 DEGREES 35 MINUTES 03 SECONDS WESTED A DISTANCE OF 350.52 FEET TO A FOUND 4 INCH SQUARE CONCRETE MONUMENT STAMPED 1748 AND THE POINT OF BEGINNING.

[illegible]

THE BEARINGS SHOWN HEREON ARE GRID, BASED ON THE FLORIDA NORTH STATE PLANNED COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, REFERENCED TO THE WEST LINE OF

THE LUNDS SURVEYED AS BEING ABOUT 22 FEET BELOW SEA LEVEL. THE ELEVATIONS DEPICTED HEREON ARE BASED ON THE AMERICAN DATUM VERTICAL DATUM OF 1988 (NAVD88), REFERENCED TO FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK 48-06-A02H.V, HAVING AN ELEVATION OF 129.249'.

THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X AS DETERMINED BY SCALE FROM FEMA
FLOOD INSURANCE RATE MAP 12035C0295G, COMMUNITY PANEL NUMBER 120080 0295 0
DATED SEPTEMBER 29, 2006.

THERE MAY BE ADDITIONAL RIGHTS OF WAY, EASEMENTS, BUILDING SETBACKS, OR OTHER RESTRICTIONS OF RECORD THAT ARE NOT SHOWN. NO CERTIFICATION IS GIVEN THAT DEED OVERLAPS AND UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS DO NOT EXIST.

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A WESTCOR LAND TITLE INSURANCE COMPANY TITLE COMMITMENT, PLANT FILE #: 18-35562, AGENT FILE #: 10723-14364
EFFECTIVE DATE: SEPTEMBER 17, 2018 AT 8:00 AM.

ALL LOT LINES WHICH INTERSECT A CURVE ARE RADIAL UNLESS OTHERWISE NOTED.

THERE IS A 5' UTILITY EASEMENT ALONG ALL PROPOSED RIGHTS OF WAY.

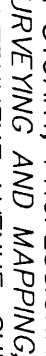
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES.

FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN DRAINAGE/ACCESS AREAS (PUBLIC OR PRIVATE). THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.

THERE ARE 10 PRIVATE DRAINAGE EASEMENTS ALONG EACH PROPERTY LINE, BEING 5' C EACH LOT. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.

I, ERIC B. MARSH, HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED. THAT THE SURVEY WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE PLAT COMPLETS WITHIN THE PROVISIONS OF THE FLORIDA PLAT ACT; SECTIONS 172.011-177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT ALL PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY CHAPTER 177 OF THE LAND DEVELOPMENT CODE OF ESCAMBA COUNTY, FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

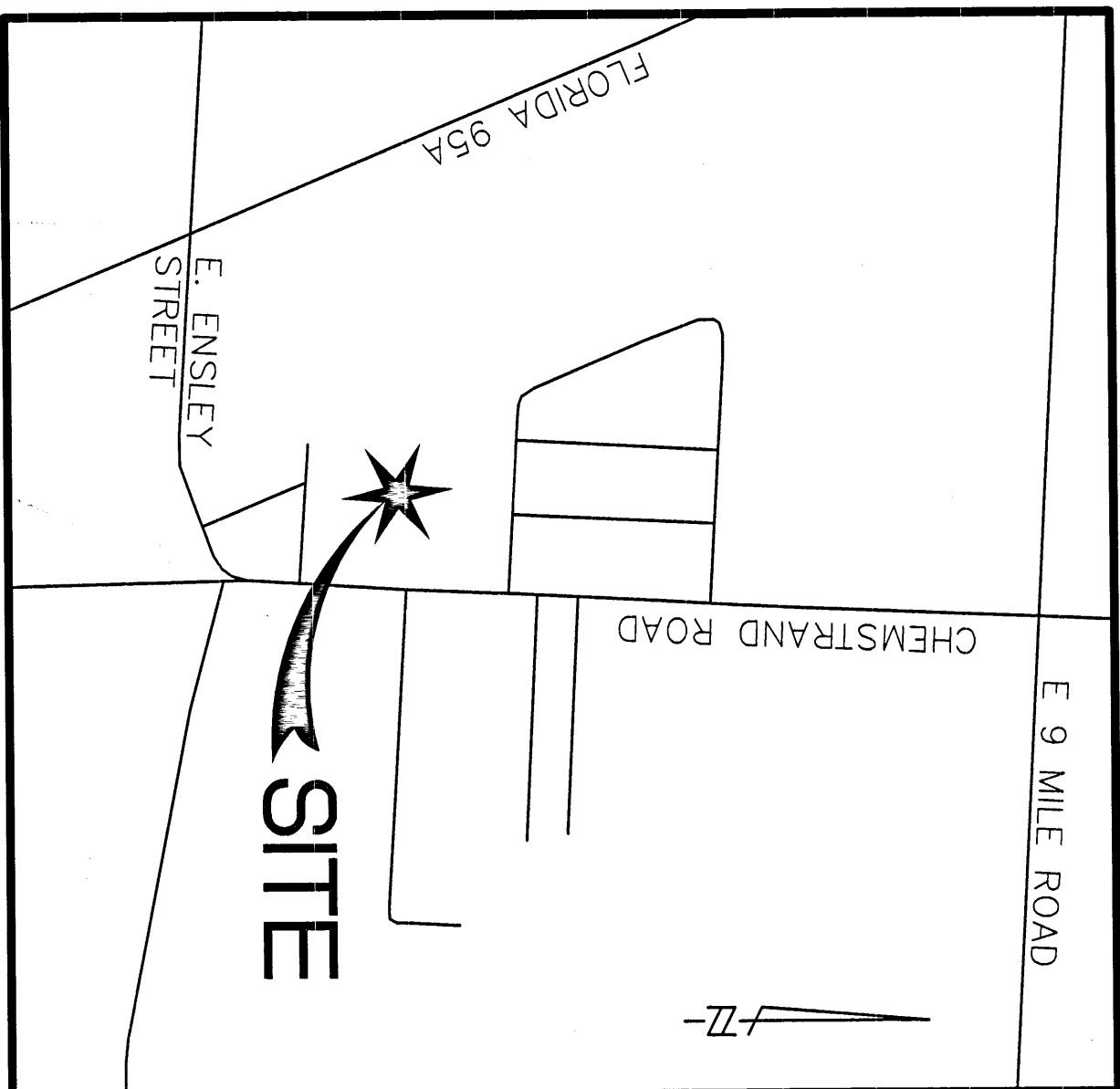
SIGNED THIS 10th DAY OF August 2020.



ERIC B. STUART, PROFESSIONAL SURVEYOR AND MAPPER, NUMBER 6707
SAM SURVEYING AND MAPPING, LLC, SURVEYING AND MAPPING BUSINESS
312 GOVERNMENT AVENUE, SUITE 1, NIDEWILLE, FL 33578
NUMBER 7908

A 48 LOT RESIDENTIAL REPLAT OF A PORTION OF LOT 2 OF THE
PLAT OF SECTION 11 & PART OF SECTION 12, DEED BOOK 102, PAGE 487
SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY, FLORIDA

NOT TO SCALE



THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DENOTATION OF THE SUBMITTED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Approved _____
ESCAMBIA COUNTY DEIC PLAN REVIEW

Printed Name: AD HICKER Date: 6/12/2020

This document has been prepared in accordance with the requirements of applicable Escambia County Regulations and Ordinance and is not to be used in any way to replace the Engineering, Architect, Surveyor or other statutory form responsibility of clients as shown. A Development Order (DO) must be obtained through the Development Review Process prior to construction. All DO approval does not constitute approval by any other agency. All DO approval does not permit shall be provided to the county prior to approval of a final plan for the issuance of a final order of the issuance of a building permit.

ERIC B. STUART P.S.M. NO. 6707
SAM SURVEYING AND MAPPING, LLC
L.B. 7908
312 GOVERNMENT AVENUE, SUITE 1
NICEVILLE, FL 32578
(850)678-9932

CIVIL ENGINEER:

DAVID W. FITZPATRICK
P.E. NO. 47818
10250 N. PALAFOX ST
PENSACOLA, FL 32534
(850)476-8677

OWNER/DEVELOPER:

LEONARD JERNIGAN
ESPLANADE COMMUNITIES OF
FLORIDA, LLC
5508 B NORTH W. STREET
PENSACOLA, FL 32505
(850)469-0977

KNOW ALL MEN BY THESE PRESENTS, THAT I, ESCAMBAR COUNTY, FLORIDA, (OWNER), OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS BELMONT DOWNS, HEREBY DEDICATES TO THE PUBLIC: ALL PUBLIC RIGHT-OF-WAYS, PUBLIC BARRIADAS, HEREBY DEDICATES TO THE PUBLIC: ALL PUBLIC RIGHT-OF-WAYS, PUBLIC BARRIADAS, DAMAGED/ACCESS EASEMENTS, 1' NON-ACCESS EASEMENT, AND PARCEL B (RETENTION/POUND); HEREBY DEDICATE TO ALL UTILITY PROVIDERS, ALL UTILITY EASEMENTS, (POUND); HEREBY DEDICATE TO ALL UTILITY PROVIDERS, ALL UTILITY EASEMENTS, INC., AND CONVEY TO THE BELMONT DOWNS HOMEOWNERS ASSOCIATION, INC., HEREBY DEDICATE AND CONVEY TO THE BELMONT DOWNS HOMEOWNERS ASSOCIATION, PARCEL A, PARCEL C, AND 3' SIGNAGE EASEMENT; AND HEREBY REQUEST THE TILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBAR COUNTY, FLORIDA.

WILLIAM BRYAN ADAMS, MANAGER
ESPLANADE COMMUNITIES OF FLORIDA, LLC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED WILLIAM BRYAN ADAMS, MANAGER OF
ESPLANADE COMMUNITIES OF FLORIDA, LLC, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED
IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE
EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS
PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED IDENTIFICATION IN MY PHYSICAL
PRESENCE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2020

SIGNATURE _____
 COMMISSION NO. _____
 MY COMMISSION EXPIRES _____
 NOTARY PUBLIC, STATE OF FLORIDA

1. I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151) OF THE ACTS OF THE DAY OF LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE _____ AT PAGES _____ OF _____ 2020, AND FILED IN PLAT BOOK _____ AT PAGES _____ OF _____ SAID COUNTY.

PAM CHILDERS
CLERK AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

1, PAM CHILDREN, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COMMISSIONERS OF SAID COUNTY AT THEIR MEETING ON THE ____ DAY OF _____, 2020, WAS APPROVED FOR FILING BY SAID BOARD, AND, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

PAM CHILDERS
CLERK AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

I, DAVID W. HETTRICK, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR BELMONT DOWNS, I HEREBY CERTIFY THAT ALL PROJECTS, INCLUDING DRAINAGE AND OTHER IMPROVEMENTS UNDER MY RESPONSIBILITY ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.


DAVID W. FITZPATRICK, P.E.
PROFESSIONAL ENGINEER NO. 47818

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND I HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED. SIGNED THIS _____ DAY OF _____, 2020.

JOHN W. MONROE, JR.

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART I, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA. SIGNED THIS _____ DAY OF _____, 2020.

JOSEPH E. BARRETT, PSM NO. 6266

	
<p>S&M SURVEYING & MAPPING, LLC 315 GOWERMAN AVE., SUITE 100, WESTVILLE, NORTH CAROLINA 27578 TEL: 919.486.3333 FAX: 919.486.3334 WWW.SANDMAPPING.COM</p>	
<p><i>BELMONT DOWNS</i></p>	
<p>RESTRICTIVE COVENANTS</p>	<p>OFFICIAL RECORDS BOOK</p>
<p>PAGE</p>	<p>PAGE</p>
<p>PLAT BOOK</p>	<p>PAGE</p>

LAND SURVEYOR:
ERIC B. STUART P.S.M NO. 6707
SAM SURVEYING AND MAPPING, LLC
L.B. 7008
312 GOVERNMENT AVENUE, SUITE 1
NICEVILLE, FL 32578
(850)678-9932

CIVIL ENGINEER:
DAVID W. FITZPATRICK
P.E. NO. 47818
10250 N. PALAFOX STREET
PENSACOLA, FL 32534
(850)476-8677

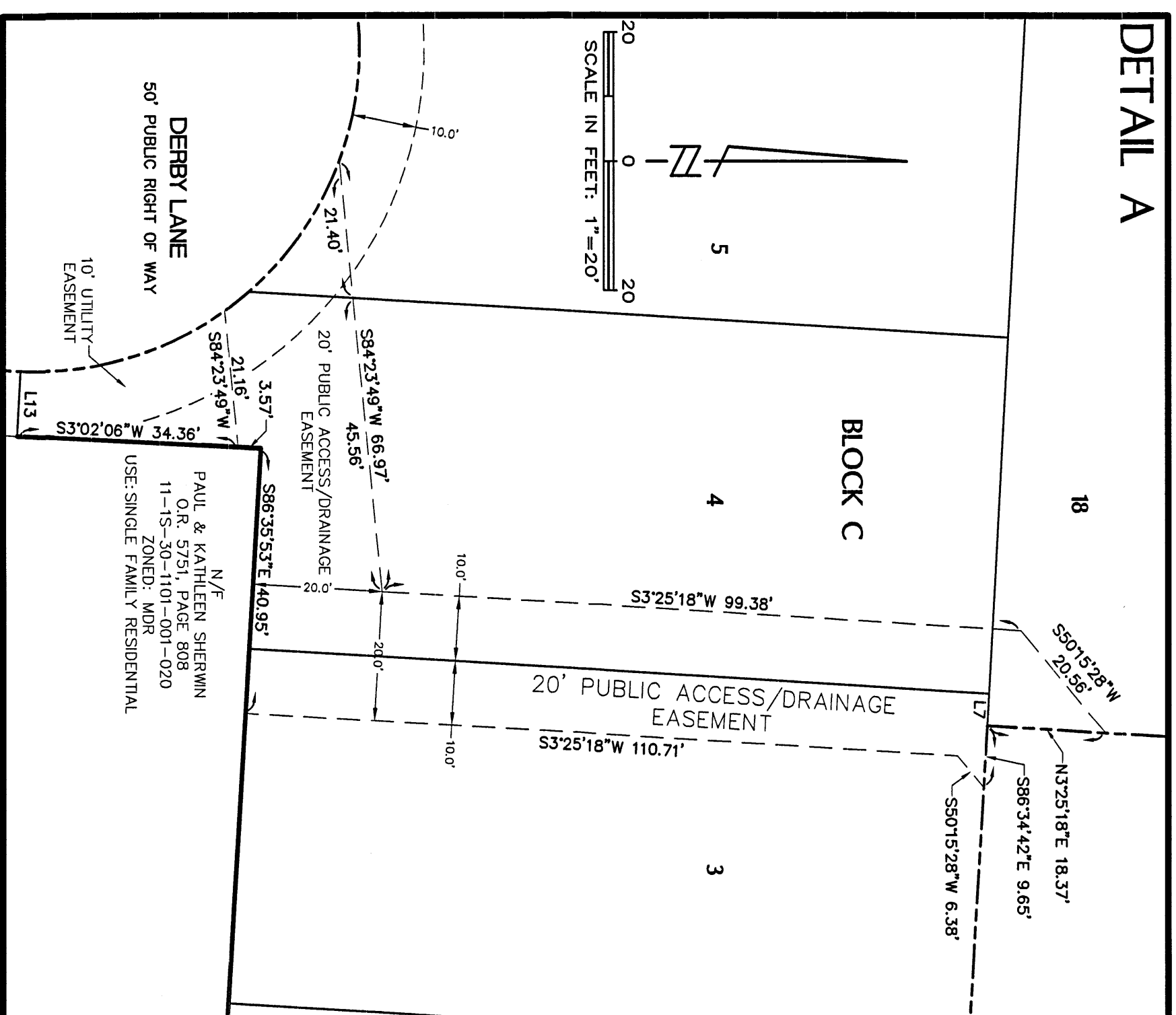
OWNER/DEVELOPER:

ESPLANADE COMMUNITIES OF
FLORIDA, LLC.
5508 B NORTH W. STREET
PENSACOLA, FL 32505
(850)469-0977

SUBDIVISION OF

BELMONT DOWNS

A 48 LOT RESIDENTIAL REPLAT OF A PORTION OF LOT 2 OF THE
PLAT OF SECTION 11 & PART OF SECTION 12, DEED BOOK 102, PAGE 487
SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY, FLORIDA
AUGUST, 2020



ABBREVIATIONS & SYMBOLS

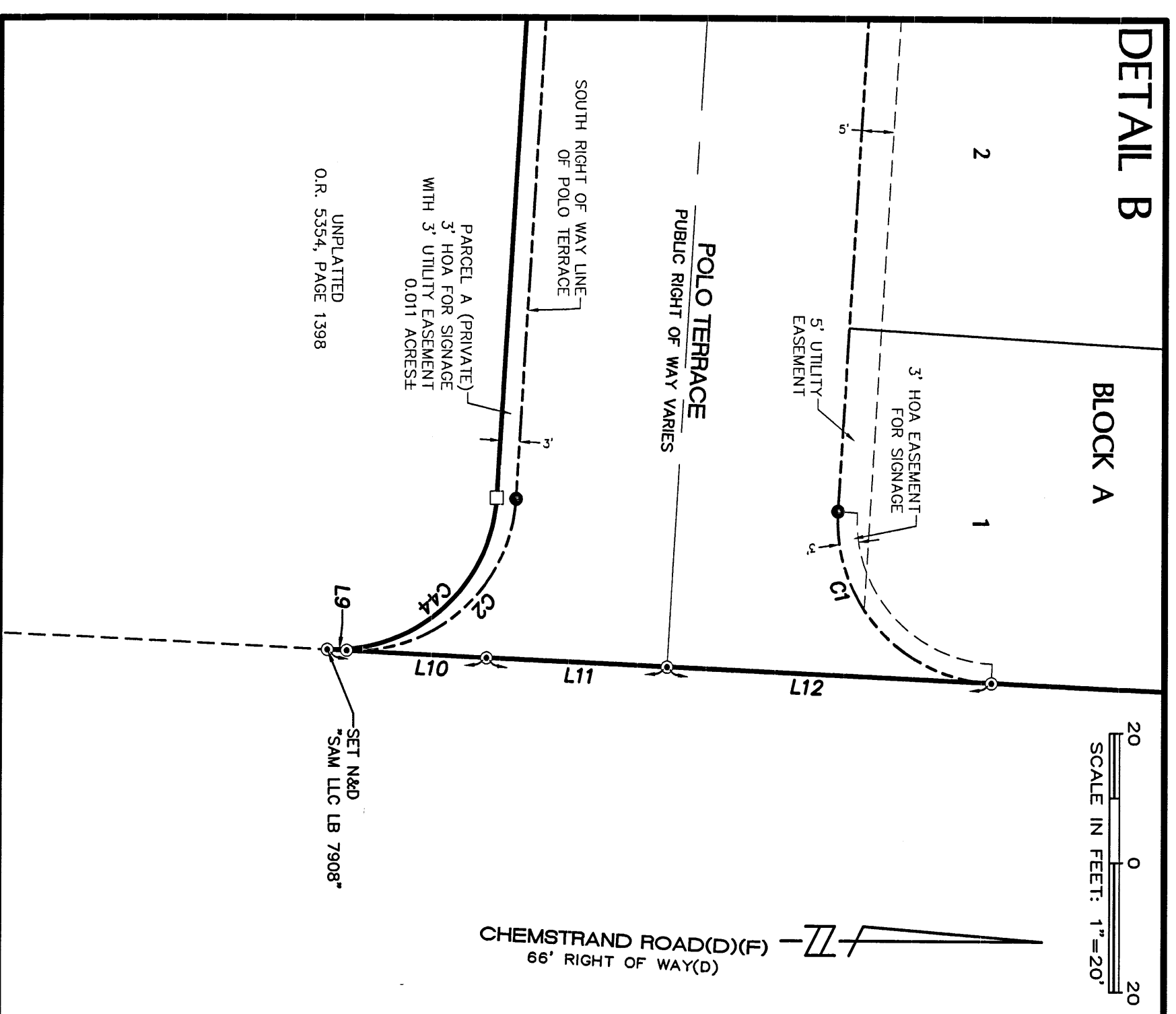
(A)	BENCHMARK
BSL	BUILDING SETBACK LINE "SM LLC LB 7908 PM"
□	= UNLESS OTHERWISE NOTED
O	= UNLESS OTHERWISE NOTED
IP	= FOUND IRON PIPE
TR	= FOUND TRENCH
THDC	= FOUND THIN DIRT CURB "SM LLC LB 7908"
●	= UNLESS OTHERWISE NOTED
○	= SET NAIL & DISK "SM LLC LB 7908 PCQ"
◎	= UNLESS OTHERWISE NOTED
N/F	= NON-FLATLY
M/D	= NON-RADIALLY
N.R.	= NATURAL RECORDS BOOK
O.R.	= OFFICIAL DERIVED FROM DEEDS OR
(D)	= OFFICIAL DERIVED FROM DEEDS OR
(F)	= VALUE DERIVED FROM PLATT SURVEY
(P)	= VALUE DERIVED FROM PLATT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S3 25° 18'W	3.00
L2	N3 25° 18'E	48.78
L3	N3 25° 18'E	48.78
L4	S86 55° 17'E	46.43
L5	S37 04° 43'W	13.00
L6	N3 04° 43'E	25.00
L7	N88 55° 17'W	5.00
L9	N2 54° 45'E	3.00
L11	N2 36° 46'E	28.05
L12	N2 36° 46'E	50.26
L13	S86 57° 54'E	10.00
L14	S86 56° 52'E	22.91
L15	N85 34° 42'W	29.09
L16	N36 16° 42'W	14.70
L17	N67 07° 52'E	11.72
L18	N22 52° 08'W	26.00
L19	S67 07° 52'W	11.72

LINE TABLE (?)		
LINE #	DIRECTION	LENGTH
L10	S2 54° 45'W	24.73

CURVE TABLE (F)					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C44	25.00	89°29'27"	39.05	N41°49'59"W	35.20

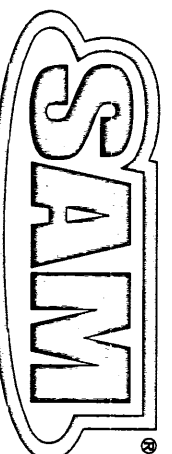
CURE TABLE				
	CURE RADIUS	DELTA	CHORD BEARING	CHORD
C1	25.00	90°48'32"	39.62	546°02'00"
C2	25.00	89°29'28"	39.05	54°19'55"W
C3	25.00	90°00'00"	39.27	N41°34'42"E
C4	25.00	90°00'00"	78.54	N41°34'42"W
C5	75.00	90°20'35"	118.26	N41°35'00"W
C6	50.00	90°20'35"	78.84	N41°35'00"W
C7	25.00	90°20'35"	78.84	N41°35'00"W
C8	25.00	90°00'00"	39.27	S46°04'42"W
C9	25.00	90°00'00"	39.27	S45°01'51"W
C10	25.00	32°51'56"	14.14	N07°29'29"W
C11	25.00	60°26'24"	78.37	N62°31'51"E
C12	50.00	71°34'00"	238.50	S91°42'42"W
C13	75.00	27°56'51"	393.94	S91°44'24"E
C14	50.00	29°56'51"	226.4	S93°34'32"E
C15	25.00	27°56'51"	11.32	S93°34'32"E
C16	75.00	64°03'09"	81.84	S45°43'42"E
C17	50.00	64°03'09"	55.90	S45°43'42"E
C18	25.00	64°03'09"	27.95	S45°43'42"E
C19	25.00	70°31'44"	70.77	S47°38'11"E
C20	50.00	29°03'44"	218.63	S32°19'09"E



SHEET 2 OF 3

SHEET INDEX:

- 1) TITLE PAGE
- 2) DETAIL SHEET
- 3) RECORD PLAN



SAM SURVEYING & MAPPING, LLC
312 GOVERNMENT AVE., SUITE 1, NICEVILLE, FLORIDA 32578
LB#7908 P:850.678.9832 F:844.274.4089

BELMONT DOWNS

RESTRICTIVE COVENANTS	PLAT BOOK	PAGE
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OFFICIAL RECORDS BOOK , PAGE

PLAT BOOK , PAGE

LAND SURVEYOR:
ERIC B. STUART P.S.M. NO. 6707
SSAM SURVEYING AND MAPPING, LLC
L.B. 7908
3132 GOVERNMENT AVENUE, SUITE 1
NICEVILLE, FL 32578
(850)678-9932

OWNER/DEVELOPER:
LEONARD JENNIFER
ESPLANADE COMMUNITIES OF
FLORIDA, LLC
1001 W. STREET
PENSACOLA, FL 32505
(850)463-0977

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BELMONT DOWNS

AUGUST, 2020



LINE TABLE (F)		
LINE #	DIRECTION	LENGTH
L10	S2° 54' 45"W	24.73

CURVE TABLE

CURE TABLE				CHORD
CURE	RADIUS	DELTA	LENGTH	
C1	25.00	90/48.32°	39.42	S4/80.02°W 35.60
C2	25.00	89/28.28°	39.05	S4/49.98°W 35.30
C3	25.00	90/00.00°	39.27	N4/34.42°W 35.20
C4	50.00	90/00.00°	78.34	N4/34.42°W 70.71
C5	75.00	90/20.35°	118.68	N4/45.00°W 106.38
C6	50.00	90/20.35°	78.84	N4/45.00°W 70.92
C7	25.00	90/20.35°	39.42	N4/45.00°W 35.46
C8	25.00	90/00.00°	39.27	S4/80.02°W 35.36
C9	25.00	90/00.00°	39.27	S4/55.17°W 35.36
C10	25.00	32/21.36°	1.44	S7/20.92°W 14.14
C11	25.00	60/26.94°	26.37	N6/29.31°W 28.17
C12	50.00	2/37.88°W	238.50	N0/24.42°W 68.65
C13	75.00	2/56.56°	33.97	N0/24.42°W 33.68
C14	50.00	2/56.56°	22.64	S9/35.43°E 22.45
C15	25.00	2/56.56°	11.32	S9/35.43°E 11.23
C16	75.00	64/30.09°	83.84	S4/45.33°E 79.95
C17	50.00	64/30.09°	55.80	S4/45.33°E 53.03
C18	25.00	64/30.09°	27.95	S4/45.33°E 26.82
C19	25.00	70/31.44°	30.77	S6/74.93°W 28.87
C20	50.00	2/50.31°E	218.63	S3/21.90°E 81.65
C21	25.00	2/93.70°E	12.00	N7/46.01°W 12.28
C22	75.00	2/90.51°E	18.02	N10/55.39°W 37.60
C23	75.00	61/29.14°	80.26	N6/52.02°W 76.48
C24	50.00	2/23.21°	19.68	N6/52.02°W 19.56
C25	50.00	4/94.14°	43.37	S7/82.30°W 42.02
C26	50.00	61/29.14°	53.66	S2/26.64°W 51.12
C27	50.00	30/08.24°	26.30	S2/22.30°E 26.00
C28	50.00	63/23.35°	55.32	S6/9.38°E 52.54
C29	50.00	46/01.46°	40.17	N6/59.91°E 39.10
C30	25.00	28/49.01°	12.57	N7/70.42°E 12.44
C31	25.00	31/37.24°	13.80	N7/76.01°E 13.62
C32	75.00	2/22.10°	3.32	S1/48.38°W 3.32
C33	75.00	23/24.41°	30.65	S1/39.98°W 30.43
C34	75.00	9/01.99°	11.82	S2/73.08°E 11.81
C35	75.00	38/64.33°	50.98	S4/52.22°E 50.00
C36	75.00	16/04.37°	21.04°	S7/82.30°E 20.98
C37	50.00	5/44.21°	5.01	S8/9.47°E 5.01
C38	50.00	84/81.86°	73.57	N4/85.11°E 67.51
C39	50.00	44/03.86°	38.45	N3/91.92°W 37.55
C40	50.00	67/33.44°	59.05	N7/45.12°W 55.67
C41	50.00	48/45.27°	42.55	S4/65.53°W 41.28
C42	25.00	4/53.34°	28.61	S5/49.94°W 27.07
C43	25.00	4/53.10°	2.17	N8/9.24°E 2.17

State Plane Coordinate Table						
Point	Easting	Elevation	Latitude	Longitude	Convergence Angle	Combined Scale Factor
A	564786.9363	150.156	N30° 31' 28.5642"	W87° 15' 50.1227"	-1° 23' 20.1944"	0.999965834
B	564807.6610	1097962.1011	13.5286 N30° 31' 28.4856"	W87° 15' 54.1287"	-1° 23' 22.2046"	0.999965861
C	565043.6419	1098514.4855	130.666 N30° 31' 28.5153"	W87° 15' 47.9742"	-1° 23' 19.1147"	0.99996793
						0.999865996
						0.99997916

EAST SIDE
P.B. 4, PAGE 39

O.R. 7613, PAGE 169
UNPLATED
O.R. 2195, PAGE 801
UNPLATED

-CONTROL POINT #14
SET 5/8" IR&C
"CONTROL POINT LB 7908
NORTHING=565492.14'
EASTING=1098750.94'
ELEVATION=130.43'

ABBREVIATIONS AND SYMBOLS	
⚡	BENCHMARK
Ⓜ	BUILDING STRATEGY LINE
Ⓜ	CONTRACT DOCUMENT "SM LLC LB 7908 PRC"
Ⓜ	UNLESS OTHERWISE NOTED
○	FOUND FROM PLAN
○	FOUND FROM FIELD SURVEY
○	SECTION 904 & CH "SM LLC LB 7908"
○	UNLESS OTHERWISE NOTED
○	SET WALL & DISC "SM LLC LB 7908 PCP"
○	NOW OR FORMERLY NOTED
○	NON-PAID LIT.
○	OFFICIAL RECORDS BOOK
○	RECORD OR DESCRIPTIONS OF
○	RECORD OR DESCRIPTIONS PROVIDED
○	VALUE DERIVED FROM FIELD SURVEY
○	VALUE DERIVED FROM PLAN

SAM SURVEYING & MAPPING, LLC
112 GOVERNMENT AVE., SUITE 1, NICEVILLE, FLORIDA 32578
1 907909 80050 6728 0932 E 844 274 4059

BELMONT DOWNS

ENANTS	PAGE	PLAT BOOK	PAGE
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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18383

County Administrator's Report 8. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Request for Disposition of Property

From: JOHN ROBINSON, Division Manager

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Animal Services Department - John Robinson, Animal Services Division Manager

That the Board approve the Request for Disposition of Property for the Animal Services Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the provided Request for Disposition of Property Form has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Transport units have been removed and replaced on existing Animal Control trucks. The units are currently located at Fleet Maintenance at 601 Highway 297A, waiting for disposition.

Attachments

Transport Units Disposition

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Animal Control

COST CENTER NO: 250207

Kevin Monfreda

DATE: 8/3/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 850-595-0091

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	16601	Rescue Unit	35132	ARF-12	1977	Poor
	16748	Rescue Unit	3384	ARF-12	1975	Poor
	26909	Rescue Unit	42052	ARF-6	1981	Fair
	27101	Rescue Unit	4243	ARF-6	1982	Fair
	53294	Transport Unit	5899	ARF-95	2004	Fair

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/04/2020

FROM: Escambia County Department Director (Signature): 

Director (Print Name): John Robinson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18350

County Administrator's Report 8. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Request for Disposition of Property

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Disposition of Property for the Office of Purchasing - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the Request for Disposition of Property Form for the Office of Purchasing, for the property which is to be auctioned or properly disposed of, all which is described and listed on the Form with the Division and reason stated.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the provided Request for Disposition of Property Form has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Property Form

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Office of Purchasing

COST CENTER NO: 140701

Lori Kistler

DATE: 05/15/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Lori Kistler

Phone No: 850-595-4943

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52482	Fax Machine	37103496	Ricoh FODC600	2003	Good

Disposal Comments: not needed

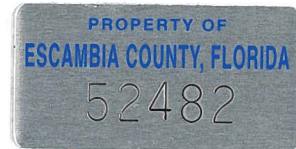
INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition



Date: 5/15/20 Information Technology Technician Signature: _____

Date: 5/15/20

FROM: Escambia County Department Director (Signature):

[Signature]

Director (Print Name):

PAUL NOBLES

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18355

County Administrator's Report 8. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Appointment to the CareerSource Escarosa Board of Directors

From: CLARA LONG, Department Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointment to the CareerSource Escarosa (formerly Workforce Escarosa) Board of Directors - Clara Long, Neighborhood & Human Services Director

That the Board review and accept the appointment of Steven T. Harrell, Director of Transportation for Escambia County School District, as the Education Representative to replace Charlin Knight, who resigned from this position. In accordance with CareerSource Escarosa By-Laws, it is requested that this position become effective upon approval and will have a two-year term until August 22, 2022, for this area of representation to the Board.

BACKGROUND:

The Board of Directors of CareerSource Escarosa serves as the local governing Board for workforce development and job training activities as approved by CareerSource Florida and Florida Department of Economic Opportunity (DEO). Federal and State legislation that govern the Board activities require specific membership from various community sectors where the governing Boards are located. This Board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments and reappointments must conform to the requirements of the law, and must have final approval from the local governing entity of each County which for Escambia County is the Board of County Commissioners.

BUDGETARY IMPACT:

There is no budgetary impact for this Recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Under the Regional Workforce Board Accountability Act, effective July 1, 2012, only one education representative is required on the CareerSource Escarosa (CSE) Board of Directors. Appointments and Reappointments to the Board of Directors are made in accordance with the state and federal legislation. The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 allows for a 19 member Board of Directors, with 10 of those members being from the private sector.

PERSONNEL:

There is no additional personnel needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board is required to approve all Escambia County appointments and reappointments to the CareerSource Escarosa Board of Directors.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in the submission of this request.

Attachments

8.20.2020 Steven Harrell -Education Representative Board Appointment



Steve Rhodes
Board Chairman

Marcus L. McBride, PhD
Chief Executive Officer

July 29, 2020

Clara Long, Director
Neighborhood and Human Services Department
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502

Dear Ms. Long:

Under the Regional Workforce Board Accountability Act, effective July 1, 2012, only one education representative is required on the CareerSource Escarosa (CSE) Board of Directors. Charlin Knight who is with the Santa Rosa County School District is currently serving as that representative with the understanding upon her term expiration Escambia County's representative will serve in the education seat. Ms. Knight's term will expire on August 22, 2020. The term for the education representative is a two-year term.

CSE request your assistance with having the Escambia County Board of Commissioners review and accept the Escambia County Education representative, Steven T. Harrell, appointment to the CSE Board of Directors. Please let me know if you need additional information or if I can be of further assistance in this process.

Thank you for your assistance with this matter.

Best regards,

A handwritten signature in blue ink that reads "M. McBride".

Marcus L. McBride, PhD
Chief Executive Officer

MLM/js

Attachments



**WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
BOARD MEMBERSHIP PROFILE**

TYPE OF BUSINESS (Check all that apply): <input type="checkbox"/> Government <input checked="" type="checkbox"/> Education and Training <input type="checkbox"/> Community-Based Organization <input type="checkbox"/> Labor Organization/Management
--

Name: Steven T. Harrell Title: Director
 Business Name: Workforce Education, ECSD
 Address: 30 E. Texas Drive Phone No.: 850-469-5304
Pensacola, FL 32503 FAX No.: 850-469-5640
 E-Mail Address: sharrell@ecsd-fl.us
 Cell Phone No.: 850-291-4648

Home Address: 2734 Carrington Lakes Blvd.
Cantonment, FL 32533

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	RACE: <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	VETERAN: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	AGE: <input type="checkbox"/> < 55 <input checked="" type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--	---	---	--

Community Organization Memberships

Florida Association of Career and Technical Educators (FACTE)

Board Memberships

I'm Not sure if this counts, but I am on the board for Pensacola Offroad Cyclists (PORC)

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

The long-standing partnership between Workforce Escarosa and ECSD plays an important role in local workforce development and support. The Director of Workforce Ed performs an important role of ensuring our educators provide the right training opportunities for our community stakeholders.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes ☒ No ☐

Please attach a copy of your resume' to this form.



STEVEN HARRELL



2734 Carrington Lakes Boulevard
Cantonment, FL 32533



850-291-4648



sharrell@ecsdfl.us
thejugglingguy@hotmail.com

OBJECTIVE

To obtain the position of Director of Workforce Education within The School District of Escambia County, FL, where I will utilize my years of administrative, quality assurance, program development, and training experience to continue the mission of providing relevant career education in high-skill, high-wage, and high-demand fields of study.

EDUCATION

UNIVERSITY OF WEST FLORIDA, 2013
Specialist in Educational Leadership

UNIVERSITY OF WEST FLORIDA, 2006
Master of Education, Curriculum and Instruction

TROY UNIVERSITY, 2003
Bachelor of Science, Major in Business Resources Management

PRESIDIO OF MONTEREY, DLIFLC,
2000
Mandarin Chinese Basic Course

PENSACOLA JUNIOR COLLEGE, 1995
Associate of Arts

AWARDS

SKILLS USA, 2018
Todd Mann Service Award

SKILLS USA, 2018
Florida Region 1 Champion of the Year

ESCAMBIA ASSOCIATION OF
ADMINISTRATORS IN EDUCATION
(EAAE), 2017
Member of the Year

J.M. TATE HIGH CHAPTER OF THE
NATIONAL FFA ORGANIZATION, 2016
Honorary Chapter Degree

NATIONAL SECURITY AGENCY
(NSA), 2001
Joint Service Achievement Medal

EXPERIENCE

DIRECTOR OF TRANSPORTATION

The School District of Escambia County, FL, 2018-Present

Development, organization, and administration of District transportation program to meet the requirements of instructional programs and extracurricular activities. Management of a staffing grid of 482 employees. Day-to-day responsibility for the largest transportation operation in the Florida Panhandle. Administration of annual departmental budgets. Development and implementation of training for a wide range of staff to include school bus operators, school bus assistants, mechanics, clerical and managerial staff. Management of FEFP process to include audit compliance.

CURRICULUM SPECIALIST

Workforce Education, ECSD, 2011-2018

Administration of programs in the content areas of Technology Education, Agriscience, Public Service, and Engineering. Facilitation of partnerships between business/industry and district career academies. Transportation and logistics management for student travel to Skills USA events for middle and high schools in Escambia and Santa Rosa counties. Management of annual program budgets to include multiple district budgets and Carl D. Perkins allocations. Implementation of Race To The Top grant funds totaling over \$750k. Lead role in attainment and implementation of Northwest Florida Manufacturers Council grant. Design and implementation of over 5 new high school career academies. Development and implementation of in-house teacher training. Management of teacher training through outside vendors and district partners. Member of Skills USA and BEST Robotics steering committees.

ADMINISTRATIVE DEAN

Ransom Middle School, 2011

Management of discipline for 700 students. Facilitation of discipline committee meetings. Designed multimedia classroom/studio and assisted instructor with creation of new multimedia program. Management of transportation based discipline.

CAREER AND TECHNICAL EDUCATION/TECHNOLOGY COORDINATOR

Brown-Barge Middle School, 2008-2011

Implementation and maintenance of site-wide technology. Responsible for installation and upgrades of all school technology after school move. Design, installation and implementation of state of the art television studio and oversight of its daily operations. Best Robotics coordinator.

MATH/SCIENCE TEACHER

Brown-Barge Middle School, 2004-2008

SKILLS

Resources management. Teacher training and professional development. Extensive experience with creation and management of databases in FileMaker Pro, Access, etc. Proficient in application of office tools to include Microsoft Office, iWork, Open Office, and others. Adobe Certified Associate Visual Communication with Adobe Premiere Pro. Wide-ranging technology literacy. Extensive skill in implementation of programs leading to industry certification attainment.

REFERENCES

Shawn Dennis, Assistant Superintendent of Operations, 850-469-6141

Dr. Michelle L. Taylor, Director of Workforce Education, 850-469-5304

Kristie Kelley, Executive Director of Central Gulf Industrial Alliance and Escambia County Public Schools Foundation, 850-549-1298



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18402

County Administrator's Report 8. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Amended and Restated Interlocal Agreement between Escambia County, Santa Rosa County, and City of Pensacola for Shared Use of Comms Infrastructure

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the 10-year Amended and Restated Interlocal Agreement Between Escambia County, Santa Rosa County, and the City of Pensacola - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning a 10-year Amended and Restated Interlocal Agreement between Escambia County, Santa Rosa County, and the City of Pensacola for the maintenance cost of the radio core which supports the two-way radio systems for each entity, including the University of West Florida (separate agenda item). Each entity agrees to pay its fair share of the annual recurring maintenance and system upgrade fees as follows:

Entity	Amount	Share
Santa Rosa County	\$118,717.42	31%
City of Pensacola	\$53,614.31	14%

Each party's proportionate share will be subject to review every three years, and the annual service fees may be adjusted by written amendment to this Interlocal Agreement:

A. Approve the Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive 12-month terms beginning on October 1st of each fiscal year until terminated by either party; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

Escambia County's P25 Digital UHF Radio System includes an integrated computer core which can support multiple system users. In 2015, Escambia County entered into an Interlocal Agreement with Santa Rosa County and the City of Pensacola that established a provision to allow these entities' public safety radio systems to reside on Escambia County's computer core in exchange for annual radio core maintenance cost.

On this agenda is an item which will have Escambia County execute a System Upgrade Agreement (SUA) with Motorola Solutions, Inc., which provides planned lifecycle upgrades over a 10-year term, if approved by the Escambia County Board of County Commissioners (BCC). This proposed Interlocal Agreement amends and restates the original Agreement and extends cost sharing to the radio core portion of the SUA.

In exchange for the use of Escambia County's P25 master core and existing user configuration server (UCS), Santa Rosa and the City of Pensacola will pay Escambia County a proportionate share of the annual maintenance and SUA cost associated with the P25 master core as determined by the number of registered radio subscribers using the core. Santa Rosa County agrees to pay an annual service fee of \$118,717.42, which is equal to 31% of the annual recurring maintenance and system upgrade fees. The City of Pensacola agrees to pay an annual service fee of \$53,614.31, which is equal to 14% of the annual recurring maintenance and system upgrade fees. Each party's proportionate share will be subject to review every three years, and the annual service fees may be adjusted by written amendment to this Interlocal Agreement. Payment will be due on or before October 31st of each year. This Interlocal Agreement allows each party to provide rack and antenna mounting space at their respective tower sites upon receiving written approval from the host agency's Communications representative. This Interlocal Agreement will:

- Provide \$172,331.73 in annual revenue to Escambia County,
- Provide radio interoperability for Escambia County, Santa Rosa County, and City of Pensacola during mutual aid events, and
- Provide rack and antenna mounting space to increase area wide coverage and interoperability.

BUDGETARY IMPACT:

The County will receive revenue, in the amount of \$172,331.73, as a result of the Interlocal Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, approved the documentation as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval and proper execution, the Public Safety Business Operations Division Manager will ensure the appropriate originals are returned for file. The Public Safety Communications Division Manager will oversee implementation of the Interlocal Agreement and work in close cooperation with Santa Rosa County's and City of Pensacola's Communications representatives.

Attachments

Amended and Restated Interlocal Agreement

AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR SHARED USE OF COMMUNICATIONS INFRASTRUCTURE

This Amended and Restated Interlocal Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Pensacola**, a municipal corporation of the State of Florida, (hereinafter "City"), with an administrative address of P.O. Box 12910, Pensacola, Florida 32521, and **Santa Rosa County**, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and **Escambia County**, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597, (collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City, Escambia, and Santa Rosa have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, pursuant to §163.01, Florida Statutes, the City, Escambia, and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, on or about July 23, 2015, the Parties entered into an Interlocal Agreement for Shared Use of Communications Infrastructure; and

WHEREAS, the City, Escambia, and Santa Rosa desire to enter into this Amended and Restated Interlocal Agreement setting forth the terms whereby the parties shall cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system; and

WHEREAS, this Interlocal Agreement is intended to supersede in its entirety the Interlocal Agreement for Shared Use of Communications Infrastructure dated July 23, 2015.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the Parties to this Amended and Restated Interlocal Agreement hereby agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of the Agreement. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the Parties shall cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system.

Section 3. Definitions.

P-25 public safety radio communications system: The digital radio system that provides for communications to all Escambia County Public Safety entities, to include Emergency Communications Center, Escambia County Fire Rescue (ECFR), Escambia County Emergency Medical Services (EMS), and Escambia County Sheriff's Office (ECSO).

The P25 system hardware includes; computer servers, base station radios, mobile and portable radios, site routers, microwave towers, microwave radios and dishes, and transmit/receive antennas.

P25 Master Core: The Master Core is housed at the Escambia Public Safety Building located at 6575 North “W” Street. “Core” hardware includes servers, routers, and computer switches associated with processing, routing, and managing digital radio transmissions.

User Configuration Server (UCS): Database management server used for creating and managing radio “talk groups” within the communications system.

Section 4. Responsibilities of the Parties.

Escambia and Santa Rosa shall cooperatively establish a technical means whereby Santa Rosa may operate Motorola P-25 radio sites utilizing Escambia’s P25 Master Core. Escambia’s existing UCS will serve as the primary database server for all user configurations. Escambia shall provide authorized Santa Rosa staff reasonable access to the UCS for user and system configuration. Santa Rosa will provide a reliable network connection (microwave, fiber, wireless, common carrier and/or other means) between the Santa Rosa and Escambia network systems and shall, at all times, be responsible for maintaining network connectivity to the UCS.

Escambia and the City shall cooperatively establish a technical means whereby the City may operate Motorola P25 radio sites utilizing Escambia’s P25 Master Core. Escambia’s existing UCS will serve as the primary database server for all user configurations. Escambia shall provide authorized City staff reasonable access to the UCS for user and system configuration. The City will provide a reliable network connection (microwave, fiber, wireless, common carrier and/or other means) between the City and Escambia network systems and shall, at all times, be responsible for maintaining network connectivity to the UCS.

The Parties will provide component rack and antenna mounting space for network connectivity at their respective tower sites upon receiving written approval from the Communications Chief, or designee, of the host party.

The Parties shall take appropriate measures to prevent the programming of unauthorized radio communications within their respective jurisdictions.

The Parties shall cooperatively define and document preprogrammed interoperable talk groups within each jurisdiction in order to facilitate interoperability during disaster responses. Any other preprogrammed interoperable talk groups crossing jurisdictional boundaries shall require prior written authorization.

The Parties agree to work cooperatively to determine a mutually agreeable operational plan in the event of any system-wide upgrades relating to the P25 Master Core. Each Party will be solely responsible for any costs or expenses related to modification, repair, or replacement of their respective components that may be required to accommodate system-wide upgrades.

The Parties agree that technological upgrades to Escambia’s P25 Public Safety Radio Communications System will be necessary to sustain the operability of the radio system infrastructure. System upgrades must be performed in order to ensure the system maintains an equivalent level of current software and hardware functionality, reliability, and security and to provide any technological advancements that are available at the time of the upgrade. System upgrades may be performed as a capital investment or as part of an ongoing contractual arrangement with a vendor pursuant to a System Upgrade Agreement.

The Parties shall at all times maintain their respective components in good working order. Each Party will be solely responsible for any maintenance costs or expenses related to repair or replacement requirements.

Section 5. Independence of Operations. The Parties hereto shall at all times maintain independent P-25 radio services within their respective jurisdictions.

Section 6. Escambia-Motorola Services Agreement. Escambia entered into a *Maintenance Support and SUAll Purchase Agreement* with Motorola Solutions, Inc. to provide maintenance support and software upgrade services for Escambia's P-25 public safety radio communications system. If said Agreement is terminated or modified for any reason, Escambia shall provide reasonable notice of such termination or modification to the City and Santa Rosa.

Section 7. Service Fee. In exchange for the use of Escambia's P25 Master Core and existing UCS, Santa Rosa and the City shall pay Escambia a proportionate share of the annual maintenance support and software upgrade service fee associated with the P25 Master Core as determined by the number of registered radio subscribers per party utilizing the P25 Master Core. Santa Rosa agrees to pay an annual service fee of \$118,717.42 equal to 31% of the annual recurring maintenance support and software upgrade service fees associated with the P25 Master Core. The City agrees to pay an annual service fee of \$53,614.31 equal to 14% of the annual recurring maintenance support and software upgrade service fees associated with the P25 Master Core. Each party's proportionate share shall be subject to review every three (3) years, and the annual service fees may be adjusted by written amendment to this Agreement.

Santa Rosa and the City shall tender payment to Escambia on or before October 31st of each year. In the event City or Santa Rosa should fail to timely remit payments due under this Agreement, Escambia shall furnish the defaulting party with written notice of default and provide fifteen (15) days opportunity to cure the default before the Agreement is terminated as to the defaulting party.

Section 8. Permits. The performance by any party under this Agreement shall be subject to and contingent upon receipt of all permits or other federal, state, or local governmental authorizations ("Permits") necessary for the use of the Facilities and Equipment, including, but not limited to, any building permits, zoning allowances, variances, special use permits or other permits.

Section 9. Compliance with Laws. The Parties agree to comply with all federal, state, and local laws, rules, policies, or guidelines related to the performance of this agreement now in effect or hereafter enacted as the same may apply to the use of the Facilities and Equipment, and shall obtain any necessary licenses, permits, and other approvals required of the use of said Facilities and Equipment. The Parties further agree to cooperate in obtaining such licenses, permits, and approvals. Each Party shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to each Party's respective components of the Facilities and Equipment.

Section 10. Effective Date. This Agreement, after being properly executed by the Parties, shall become effective upon its filing with the Offices of the Clerks of the Circuit Court of Escambia County and Santa Rosa County ("Effective Date"). Each County shall be responsible for filing this document with the Clerk in its respective jurisdiction.

Section 11. Term. The initial term of this Agreement will commence on October 1, 2020. Thereafter, the Agreement will automatically renew for successive twelve-month terms unless otherwise terminated as provided herein.

Section 12. Termination. Any Party may terminate its participation in the shared use of communications infrastructure pursuant to this Agreement with or without cause upon providing written notice to the non-terminating Parties no later than ninety (90) days prior to the annual renewal date of the term. The Parties also reserve the right to terminate this Agreement at any time in the event the *Maintenance Support and SUAll Purchase Agreement* is terminated or otherwise expires.

If City or Santa Rosa should fail to timely participate in any system upgrades, Escambia shall furnish the defaulting Party with written notice of default and provide thirty (30) days opportunity to cure the default. If the defaulting Party has not remedied and cured the default within thirty (30) calendar days after receipt of said notice, Escambia will immediately terminate the Agreement as to the defaulting Party. Upon the effective date of termination, the defaulting Party shall separate all network system configurations from Escambia's P25 Master Core as provided in Section 13 below.

Section 13. Removal/Separation. Within one hundred and eighty (180) days after the effective date of termination, the terminating Party or Parties shall separate all network system configurations. Each Party will be solely responsible for any costs or expenses related to modification, repair, or replacement of their respective facilities and equipment as may be necessitated by the system separation.

Section 14. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

Section 15. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provision of Chapter 119, Florida Statutes, any Party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 16. Assignment. The agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 17. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 18. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 19. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words

not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 20. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 21. Further Documents. The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 22. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the Parties, to the respective parties as follows:

Escambia County
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Santa Rosa County
County Administrator
Santa Rosa County
6495 Caroline Street, Suite M
Milton, FL 32570

City of Pensacola
City Administrator
Post Office Box 12910
Pensacola, Florida 32521

with a copy to:
Chief Information Officer
Post Office Box 12910
Pensacola, Florida 32521

All invoices and payments required to be given under this Agreement shall be sent to the parties as follows:

Escambia County:
Escambia County Public Safety
Business Operations Division
6575 N. "W" Street
Pensacola, FL 32505

Santa Rosa County:
Emergency Manager
Santa Rosa County
4499 Pine Forest Road
Milton, FL 32583

City of Pensacola
City Administrator
Post Office Box 12910
Pensacola, Florida 32521

with a copy to:
Director, Department of Innovation & Technology
Post Office Box 12910
Pensacola, Florida 32521

Section 23. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 24. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The Parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each Party to this Agreement hereby waives the right to any change of venue.

Section 25. No Waiver. The failure of any party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended and Restated Interlocal Agreement on the respective dates under each signature.

Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 07-24-2020

[SIGNATURE PAGE TO FOLLOW]

Santa Rosa County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Don Salter, Chairman

Date: _____

ATTEST:

BCC Approved: _____

By: _____
Donald C. Spencer, Clerk of Court

[SIGNATURE PAGE TO FOLLOW]

**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: _____
Grover C. Robinson, IV, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18403

County Administrator's Report 8. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Amended and Restated Interlocal Agreement between University of West Florida and Escambia County for Shared Use of Communications Infrastructure

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the 10-year Amended and Restated Interlocal Agreement Between Escambia County, Florida, and the University of West Florida - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the 10-year Amended and Restated Interlocal Agreement between Escambia County, Florida, and the University of West Florida for annual maintenance on the radio core for Escambia County's P25 digital UHF radio system:

A. Approve the Interlocal Agreement commencing October 1, 2020, and expiring on September 30, 2021, with automatic renewals for successive 12-month terms beginning on October 1st of each fiscal year until terminated by either party; and

B. Authorize the Chairman to sign the Agreement.

[Funding: N/A]

BACKGROUND:

Escambia County's P25 digital UHF radio system includes an integrated computer core which can support multiple system users. In December 2019, Escambia County entered into an Interlocal Agreement with the University of West Florida (University), that established a provision to allow the University's public safety radio system to reside on Escambia's core in exchange for annual radio core maintenance cost.

Escambia County has entered into a System Upgrade Agreement (SUA) with Motorola Solutions, Inc., which provides planned lifecycle upgrades over a 10-year term. This Interlocal Agreement amends and restates the original Agreement and extends cost sharing to the radio core portion of the SUA. Escambia County will use subscriber

percentages to determine and apply the University's portion of the cost share. The University agrees to pay an annual service fee of \$22,977.56, which is equal to 6% of the annual recurring maintenance and system upgrade fees. The University's proportionate share will be subject to review every three years, and the annual service fee may be adjusted by written amendment to this Interlocal Agreement. Payment will be due on or before October 31st of each year. This Interlocal Agreement will:

- Provide \$22,977.56 in annual revenue to Escambia County, and
- Provide radio interoperability for Escambia County First Responders and University of West Florida Police during campus events.

BUDGETARY IMPACT:

As a result of the Interlocal Agreement, Escambia County will receive \$22,977.56 in annual revenue.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, approved the documentation as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval and proper execution, the Public Safety Business Operations Division Manager will ensure the appropriate originals are returned for file. The Public Safety Communications Division Manager will oversee implementation of the Agreement and work in close cooperation with the University's Communications representative.

Attachments

Amended and Restated Interlocal Agreement

**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE
UNIVERSITY OF WEST FLORIDA AND ESCAMBIA COUNTY, FLORIDA
RELATING TO SHARED USE OF COMMUNICATIONS INFRASTRUCTURE**

This Amended and Restated Interlocal Agreement (hereinafter "Agreement") is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter "Escambia"), with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502, and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter "University"), with administrative offices located at 11000 University Parkway, Pensacola, Florida 32514 (collectively referred to hereinafter as the "parties").

WITNESSETH:

WHEREAS, pursuant to §163.01, Florida Statutes, the parties, as public agencies within the State of Florida, are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, on or about December 5, 2019, the parties previously entered into an Interlocal Agreement relating to the shared use of communications infrastructure; and

WHEREAS, the parties desire to enter into this Amended and Restated Interlocal Agreement setting forth the terms whereby the parties shall cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system; and

WHEREAS, this Amended and Restated Interlocal Agreement is intended to supersede in its entirety the Interlocal Agreement relating to Shared Use of Communications Infrastructure dated December 5, 2019.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Amended and Restated Interlocal Agreement hereby agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of the Agreement. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the University may cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system.

Section 3. Definitions.

P-25 Public Safety Radio Communications System: The digital radio system that provides for communications to all Escambia County Public Safety entities, to include Emergency Communications Center, Escambia County Fire Rescue (ECFR), Escambia County Emergency Medical Services (EMS), and Escambia County Sheriff's Office (ECSO). The P-25 system hardware includes; computer servers, base station radios, mobile and portable radios, site routers, microwave towers, microwave radios and dishes, and transmit/receive antennas.

P-25 Master Core: The Master Core is housed at the Escambia Public Safety Building located at 6575 North "W" Street. "Core" hardware includes servers, routers, and computer switches associated with processing, routing, and managing digital radio transmissions.

User Configuration Server (UCS): Database management server used for creating and managing radio “talk groups” within the communications system.

University’s P-25 Radio Site: University’s public safety radio communications system radio site which is located on the University’s campus and owned and operated by the University and which will utilize Escambia’s P-25 Master Core and UCS as provided herein.

Section 4. Responsibilities of the Parties.

Escambia and the University will cooperatively, and in coordination with Motorola Solutions, Inc. (“Motorola”), establish a technical means whereby the University may operate its P-25 Radio Site utilizing Escambia’s P-25 Master Core. Escambia’s existing UCS will serve as the primary database server for all user configurations. The University has contracted with Motorola to effect user and system configuration, provide system interconnections between University’s P-25 Radio Site and Escambia’s P-25 Master Core and UCS, and maintain network connectivity. Escambia shall provide Motorola personnel reasonable access to its UCS for user and system configuration purposes. The University will provide a fiber connection between its P-25 Radio Site and Escambia’s Master Core and UCS and shall at all times be responsible for maintaining its own network connectivity to the UCS.

The parties will take appropriate measures to prevent the programming of unauthorized radio communications. The parties will cooperatively define and document a preprogrammed interoperable talk group in order to facilitate interoperability during disaster responses.

Each party shall at all times maintain its system components in good working order and will be solely responsible for any maintenance and upgrade costs or expenses related to repair, modification, or replacement of its system components (“Facilities and Equipment”).

The parties agree that technological upgrades to Escambia’s P-25 Public Safety Radio Communications System (“System”) will be necessary to sustain its operability. System upgrades must be performed in order to: ensure the System maintains an equivalent level of current software and hardware functionality, reliability, and security; and to provide any technological advancements that are available at the time of the upgrade. System upgrades may be performed as a capital investment or as part of an ongoing contractual arrangement with a vendor pursuant to a system upgrade agreement.

The parties agree to work cooperatively to determine a mutually agreeable operational plan and associated schedule for any System-wide upgrades relating to the Master Core. Each party will be solely responsible for any costs or expenses related to modification, repair, or replacement of its own Facilities and Equipment as may be required to accommodate such System-wide upgrades.

Section 5. Independence of Operations. The parties hereto shall at all times maintain independent P-25 radio services.

Section 6. Escambia-Motorola Services Agreement. Escambia entered into a *Maintenance Support and SUAll Purchase Agreement* with Motorola (“Escambia-Motorola Agreement”) to provide maintenance support and software upgrade services for Escambia’s P-25 Public Safety Radio Communications System. If the Escambia-Motorola Agreement is terminated or modified for any reason, Escambia shall notify the University in writing as soon as practicable. Escambia reserves the right to terminate this Agreement in the event the Escambia-Motorola Agreement is terminated for any reason, in which case the parties shall mutually agree on a termination date of this Agreement which may be no later than the date on which the Escambia-Motorola Agreement terminates.

Section 7. Service Fee. In exchange for the use of Escambia's P-25 Master Core and existing UCS, the University shall pay Escambia a proportionate share of the annual maintenance support and software upgrade service fee associated with the P25 Master Core as determined by the number of registered radio subscribers utilizing the P25 Master Core. The University agrees to pay Escambia an annual service fee of \$22,977.56 equal to 6% of the annual recurring fee for maintenance support and software upgrade services associated with the P25 Master Core. Payment shall be due on or before October 31st of each year. The University's proportionate share shall be subject to review every three (3) years, and the annual service fee may be adjusted by written amendment to this Agreement.

Section 8. Permits. The performance of this Agreement shall be subject to and contingent upon receipt of all permits or other federal, State, or local governmental authorizations ("Permits") necessary for the operation and use of the radio communications systems' facilities, hardware, software, and all other Facilities and Equipment, including, but not limited to, any building permits, zoning allowances, variances, special use permits or other permits.

Section 9. Compliance with Laws. Each party shall comply with all applicable federal, State, local, and international laws, rules, regulations, and ordinances, including without limitation the prohibition on employment of undocumented aliens and compliance with nondiscrimination, civil rights, and similar mandates. The parties further agree to comply with all federal, State, and local laws, rules, policies, or guidelines related to the performance of this Agreement now in effect or hereafter enacted as the same may apply to the use of the Facilities and Equipment, and each party shall obtain all necessary licenses, permits, and other approvals required for the use of that party's Facilities and Equipment. The parties further agree to cooperate in obtaining such licenses, permits, and approvals. Each party shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to such party's Facilities and Equipment.

Section 10. Effective Date. This Agreement, after being properly executed by the parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement.

Section 11. Term. The initial term of this Agreement shall commence on October 1, 2020. Thereafter, the Agreement shall automatically renew for successive twelve-month terms, each such twelve-month renewal term to begin on October 1st and end on September 30th.

Section 12. Termination. Either party may terminate this Agreement without cause and without penalty upon ninety (90) days' prior written notice to the non-terminating party. Either party may terminate this Agreement for cause upon the non-terminating party's default hereunder. The terminating party shall provide the defaulting party thirty (30) days to cure the default after receipt of written notice of default from the terminating party. If the defaulting party has not remedied and cured the default within thirty (30) calendar days after receipt of said notice, the terminating party may immediately terminate the Agreement. On the effective date of termination ("Termination Date"), University shall separate all network system configurations from Escambia's P-25 Master Core as provided in Section 13 below.

University's payment obligations hereunder shall cease when the University has removed all network system configurations from Escambia's P-25 Master Core as provided in Section 13 below ("Separation Date"). If the Separation Date is before September 30th, Escambia shall reimburse University for the prorated amount attributable to the number of days between the Separation Date and September 30th, which reimbursement amount shall be due and payable to University on or before the last day of the month following the month in which the Separation Date

occurs. If the Separation Date is after September 30th but before October 31st (or the date on which University remits payment to Escambia for the annual service fee, whichever occurs first), University shall pay Escambia for the prorated amount attributable to the number of days between October 1st and the Separation Date, which amount shall be due and payable to Escambia on or before November 30th.

Section 13. Removal/Separation. Within one hundred and eighty (180) days after the Termination Date, the University shall remove its network system configurations, including its Facilities and Equipment, from Escambia's Facilities and Equipment. Each party will be solely responsible for any costs or expenses related to modification, repair, or replacement of its own Facilities and Equipment as may be necessitated by such removal and/or System separation.

Section 14. Liability. Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for its negligent acts and omissions and the negligent acts and omissions of its respective employees and agents while acting in the course and scope of their employment and agency in the performance of this Agreement to the extent permitted by law. Nothing herein shall be interpreted or construed as: 1) denying either party any remedy, defense, or protection available under Florida law; 2) either party's consent to be sued; or 3) a waiver of sovereign immunity by either party beyond the statutory waiver provided in section 768.28, Florida Statutes. In no event shall either party be liable in contract, tort, strict liability, or under any other legal theory for indirect, incidental, consequential, special, or punitive damages arising from or relating to the Agreement.

Section 15. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may terminate this Agreement without prejudice to any other right or remedy if such party fails to allow access to the records or documents after seven (7) days written notice from the other party.

Section 16. Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, without the prior written consent of the other party.

Section 17. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 18. Survival. All provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 19. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 20. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 21. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 22. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the parties, to the parties as follows:

Escambia County:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

University:

Chief of Police
University of West Florida
Building # 94
11000 University Parkway
Pensacola, Florida 32514
finadmin@uwf.edu

With copy to:

General Counsel
University of West Florida
Building # 10
11000 University Parkway
Pensacola, FL 32514

All invoices and payments required to be given under this Agreement shall be sent to the parties as follows:

Escambia County:

Escambia County Public Safety
Business Operations Division
6575 N. "W" Street
Pensacola, FL 32505

University:

Chief of Police
University of West Florida
Building # 94
11000 University Parkway
Pensacola, FL 32514
finadmin@uwf.edu

Section 23. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 24. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this

Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 25. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 26. Annual Appropriations. The University's performance and payment obligations under this Agreement are subject to and contingent upon the availability of funds appropriated by the Florida Legislature and lawfully expendable for the purposes of this Agreement. The University will give notice to Escambia of the non-availability of funds when the University has knowledge thereof. Escambia is entitled to payment only for those services provided and accepted by the University prior to the date such notice is received.

Section 27. Independent Contractor. As to the rights, obligations, and relationships established under this Agreement, each party is an independent contractor of the other. This Agreement shall not be construed as creating a relationship of employment, agency, partnership, joint venture, or any other form of legal association. This Agreement confirms no power on a party to bind the other party or to assume or create any obligation or responsibility on behalf of the other party or in the other party's name. Each party shall be responsible for hiring, supervising, and compensating its own employees and for withholding taxes and providing benefits, as applicable, for its employees.

Section 28. Force Majeure. Neither party shall be considered in default or breach in the performance of any obligation herein to the extent that such performance is prevented or delayed by fire, flood, strike, war, insurrection, embargo, government requirements, civil or military authority, or other Acts of God and similar events beyond the reasonable control of that party. The affected party shall take all reasonable action to minimize the effects of any such event.

Section 29. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of Escambia and the University. Except as may be specifically set forth herein, nothing in this Agreement shall confer any right, remedy, or obligation upon any individual or entity other than the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended and Restated Interlocal Agreement on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA:

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-23-2020

UNIVERSITY OF WEST FLORIDA:

By: _____
Betsy Bowers

Title: Vice President, Finance and Administration

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18413

County Administrator's Report 8. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Adoption of Resolution—Escambia County HFA Multifamily Housing Revenue Bonds-Affordable Housing (Orange Blossom Village in Indian River County, FL)

From: JoLinda Herring, Shareholder

Organization: Bryant Miller Olive P.A.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multi-family Housing Revenue Bonds for Affordable Housing Project (Orange Blossom Village Apartments Located in Indian River County, Florida) - JoLinda Herring, Bryant Miller Olive P.A. and Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding \$15,000,000 multi-family housing revenue bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority"), to be used to finance or refinance the Orange Blossom Village Apartments, an affordable housing project located in Indian River County, Florida.

BACKGROUND:

Orange Blossom Village, LLLP, a Florida limited liability limited partnership, or its affiliate (the "Borrower"), has requested that the Authority issue the above-referenced Bonds to finance or refinance the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by the Borrower of an existing 80-unit senior rental housing facility (and associated capital expenditures) (the "Orange Blossom Village Apartments") within the territorial limits of Indian River County, Florida, and to pay certain costs of issuance in connection therewith. The Borrower will expend in excess of \$60,000 per unit for rehabilitation of the complex. After an extensive review of the bond application filed by the Borrower on April 14, 2020, the Authority formally approved Bond Inducement Resolution 2020-02 providing for the issuance of not to exceed \$10,000,000 in multi-family housing bonds in support of Orange Blossom Village Apartments, which is being increased to a maximum of \$15,000,000 through the ongoing TEFRA process.

Because the proposed financing involves tax-exempt bonds, Federal law requires that public hearings be approved by elected officials following public hearings in both the county where the facility is located (Indian River County) and in Escambia County. The

Indian River County public hearing was noticed in the *Indian River Press Journal* on August 9, 2020, and was subsequently held by the Indian River County Board of County Commissioners (the "Indian River Board") on August 18, 2020. After concluding the public hearing, the Indian River Board adopted a resolution evidencing its support for the issuance of the Authority's Bonds to assist Orange Blossom Village Apartments.

Concurrent with the Indian River Board approval process, a local public hearing, noticed in the *Pensacola News Journal* on August 2, 2020, was conducted by the Authority, on behalf of the Escambia County Board of County Commissioners (the "Escambia County Board") on August 12, 2020, at 1:30 pm. The results of the August 12, 2020, hearing have been provided to the Escambia County Board in the form of the Report of Hearing Officer attached to the Resolution as **Exhibit A**.

Under the terms of standard financing documents, the Borrower is responsible for use and operation of the facilities to be financed, and the Bonds will not obligate the credit of the Authority or the County or pose any obligation or liability for the County. Bryant Miller Olive, P.A., the County's Bond Counsel, will serve as Bond Counsel and, to the extent required, Disclosure Counsel for the issue.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Orange Blossom Village Apartments or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's Bond Counsel, Bryant Miller Olive, P.A., will review the documents on behalf of the County to ensure that the County has no liability or obligation under the Bonds, and, to the extent required, the County's Disclosure Counsel, Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County's interests are protected.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance.

Orange Blossom Village Apartments improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing. Approval of the Resolution regarding Orange Blossom Village Apartments will allow the Authority to comply with its statutory mission to assist persons in obtaining safe and adequate housing.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution

RESOLUTION NO. R2020-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING \$15,000,000 MULTI-FAMILY HOUSING REVENUE BONDS BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN THE FINANCING OR REFINANCING THE COSTS OF ACQUIRING, REHABILITATING AND EQUIPPING A MULTI-FAMILY HOUSING PROJECT LOCATED IN VERO BEACH, INDIAN RIVER COUNTY, FLORIDA; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO FINANCING AGREEMENTS AND OTHER INSTRUMENTS IN CONNECTION WITH THIS BOND ISSUE; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS BY THE AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, pursuant to the provisions of the Act, on April 14, 2020, the Authority adopted its Resolution No. 2020-02 (the "Resolution") indicating its intent to issue its revenue bonds in one or more series (collectively, the "Bonds"), for the purpose of facilitating the plan of finance consisting of the financing or refinancing of the acquisition, construction and equipping by Orange Blossom Village, LLLP, a Florida limited liability limited partnership, or its affiliate (the "Borrower") of a multi-family rental housing facility (and associated capital expenditures) for elderly persons of low and moderate income (the "Affordable Housing Project") known as Orange Blossom Village Apartments, which will contain approximately 80 units within the territorial limits of Indian River County, Florida (the "Plan of Finance"), to the end that the

Authority may be able to improve the prosperity and welfare of the State and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing, and to finance the cost of such qualifying housing development and related facilities by the issuance of its revenue bonds; and

WHEREAS, the Board of County Commissioners of Indian River County, pursuant to Resolution 2018-108 duly adopted on November 6, 2018, has granted to the Authority "area of operation" authority within Indian River County with respect to the financing of Orange Blossom Village Apartments, a multifamily residential rental facility development (as hereinafter further described); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, pursuant to the requirements of the Code, a public hearing was scheduled for August 12, 2020, at 1:30 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the "Report"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Indian River County Board of County Commissioners, on August 18, 2020, held a public hearing in accordance with the requirements of Section 147(f) of the Code, and following such public hearing adopted its resolution approving the issuance of the Bonds by the Authority in an amount not exceeding \$15,000,000; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on August 2, 2020, not less than seven (7) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report.

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance in accordance with Section 147(f) of the Code, and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein described and further grants approval (i) of such agreements, indentures, instruments, certifications, applications for bond volume allocation and/or housing tax credits and other documents as may be necessary or convenient or as may be requested by the Borrower to effect, the Plan of Finance and (ii) to take any other action as may be required by the Ordinance.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority and the Borrower shall comply with the applicable provisions of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 5. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 20th day of August, 2020.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legality:

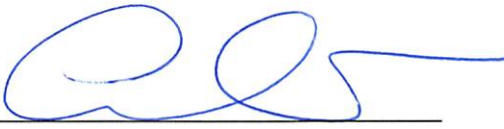
By:  _____
County Attorney

EXHIBIT A

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority (the "Authority"), a body corporate and politic organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, Escambia County, Florida Ordinance Nos. 80-12 and 2003-8, as amended, and other provisions of law, with respect to a public hearing scheduled and held by the Authority on August 12, 2020, for the proposed issuance and sale from time to time of the Authority's not to exceed \$15,000,000 Multifamily Housing Revenue Bonds (Orange Blossom Village Apartments), Series 2020(the "Bonds"). The proposed Bonds will be issued on behalf of Orange Blossom Village, LLLP, a Florida limited liability limited partnership, or its affiliate (the "Borrower"), whose principal place of business is 200 S. Biscayne Boulevard (GJC), Suite 4100, Miami, Florida 33131. The proceeds of the Bonds are expected to be loaned to the Borrower to finance or refinance the costs of acquiring, rehabilitating and equipping by the Borrower of a multifamily rental housing facility for elderly persons of low and moderate income that will contain 80 units known as Orange Blossom Village Apartments, located at 3050, 3055, 3155, 3250, 3255, 3300, 3301, 3310, 3311, and 3329 12th Court, Indian River County, Florida 32960 (the "Project").

The public hearing was duly advertised in the *Pensacola News Journal* on August 2, 2020, a newspaper of general circulation in Escambia County, Florida. The proof of publication was presented to me at such hearing, and a copy is attached hereto as **Appendix A-1** (the "Notice") and the verbatim transcript of the Public Hearing as **Appendix A-2**.

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the location of the Project and the Borrower, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input.

No interested parties were in attendance at the public hearing.

No written communications were received.

The undersigned then concluded the hearing.

Respectfully submitted,

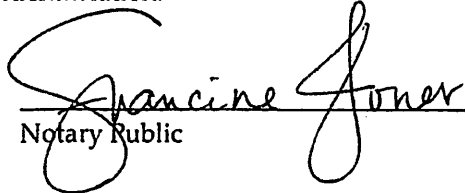


Patricia D. Lott, Executive Director
Escambia County Housing Finance Authority

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of August, 2020, by Patricia D. Lott as Executive Director of the Escambia County Housing Finance Authority, on behalf of the Escambia County Housing Finance Authority. She (☒) is personally known to me or (☐) produced N/A as identification.




Notary Public

Appendix A-1

Notice

[Follows]

ESCAMBIA HOUSING FINANCE AUTHO
700 S PALAFOX ST STE 310

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARING

as published in said newspaper in the issue(s) of:

08/02/20

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 21th of August 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires

of Affidavits 1

Publication Cost: \$328.03

Ad No: 0004308610

Customer No: PNJ-26713900

This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

For the purpose of Section 187(1) of the Internal Revenue Code of 1954, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority"), for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing at 1:30 p.m. on Wednesday, August 12, 2020, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, to consider a plan of finance for the issuance of bonds for the following purpose:

The Authority proposes to issue not exceeding \$15,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series and to use the proceeds of such Bonds to loan the Orange Blossom Village LLP, a Florida limited liability limited partnership, whose principal place of business is 2035 Bayview Boulevard (BVB), Suite 412B, Miami, Florida 33131, or its affiliate (the "Borrower") for the purpose of financing or refinancing the costs of acquiring, upgrading, reconstructing, rehabilitating, improving and maintaining the Borrower's existing multi-family rental housing facility presently containing 61 units known as Orange Blossom Village Apartments, located at 3501, 3505, 3155, 3250, 3255, 3300, 3301, 3318, 3314, and 3329 13th Court, Jackson River County, Florida 33460 (the "Project"), to provide rental housing facilities for elderly persons of low and moderate income. The Project will be owned and operated by the Borrower.

The Bonds, when issued, will be special limited obligations of the Authority payable solely out of the revenues derived from a financing agreement with the Borrower. The Bonds and interest thereon shall serve as a pledge of the taxing power, or credit, of the Authority, Escambia County, Florida, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Authority has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance, including the Project, fixed above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning said public hearing to the Board of County Commissioners, Escambia

RECEIVED
AUG 10 2020
BY: SWK

County, Florida, for every apartment
as the appropriate elected representa-
tive for the signing of the report.

Pursuant to the Americans with Dis-
abilities Act, persons seeking special
accommodation to attend the hear-
ing must contact the Authority at
(850) 438-7777 at least five (5) busi-
ness days prior to the hearing.

Robert Ward, Chairman
Escambia County Housing Finance Au-
thority

Legal No. 4385510
August 7, 2023

Legal No. 4385510 IT 820222

Appendix A-2

Transcript

[Follows]

TEFRA HEARING PROCEDURES

PATRICIA D. LOTT: Good afternoon Ladies and Gentlemen, I am Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Wednesday, August 12, 2020 at 1:30 p.m., or shortly thereafter, in connection with a plan of finance for the issuance of conduit bonds in Indian River County. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing tax-exempt bonds for the purpose more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Multi-family Housing Revenue Bonds by the Escambia County Housing Finance Authority. The Authority will be the issuer of the bonds. Mr. Wilkerson, would you state the date of publication for the Notice of Public Hearing?

RANDY WILKERSON: The Notice of Public Hearing was published in the *Pensacola News Journal* on August 2, 2020.

PATRICIA D. LOTT: Thank you very much. The Notices of Public Hearings and Proofs of Publication are accepted into the record. The reading of the Notices is waived.

PATRICIA D. LOTT: What amount of Bonds will be issued for the project?

RANDY WILKERSON: The bond amount will not exceed \$15 million.

PATRICIA D. LOTT: Where will the proceeds of these bonds be used?

RANDY WILKERSON: The proceeds of these bonds will be used in Indian River County, Florida as described in the Notice of Public Hearing. In general, the proceeds will be used as follows:

The bonds will be used to acquire, rehabilitate, and equip an 80-unit multi-family residential rental housing facility for elderly persons of low and moderate income to be known as Orange Blossom Village Apartments.

PATRICIA D. LOTT: What is the public purpose of these bonds?

RANDY WILKERSON: Through the program to be financed with the Bonds, the Authority will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing.

PATRICIA D. LOTT: Are there any questions from the public concerning the Escambia County Housing Finance Authority Bond issue? For the record, it is noted that there is no one from the public in attendance. Mr. Wilkerson, has the Authority received any oral or written communication concerning the Escambia County Bond issue?

RANDY WILKERSON: No, it has not.

PATRICIA D. LOTT: Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 1:35 p.m.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18390

County Administrator's Report 8. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Certificates of Public Convenience and Necessity for Advanced and/or Basic Life Support Services in Escambia County

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support Service in Escambia County - Jason D. Rogers, Public Safety Department Director

That the Board take the following action concerning Certificate of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support service in Escambia County, with noted limitations, to Lifeguard Ambulance Service of Florida, LLC, effective August 20, 2020, through December 31, 2021; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for this Agency.

BACKGROUND:

In accordance with Florida Statutes, Chapter 401, and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Lifeguard Ambulance Service of Florida, LLC, currently holds two Certificate of Public Convenience and Necessity's, and have requested a third ALS transport. Ordinance 2009-37 authorizes the Board to issue a new certificate when such are found to be of public convenience and necessity.

Following is the description of the provider, the unique service offered, which provides public convenience and necessity, and their coverage area within the County:

Lifeguard Ambulance Service of Florida, LLC, may provide no more than three ALS

emergency ground transporting ambulances operating simultaneously in Escambia County. Lifeguard Ambulance Service of Florida, LLC, may initiate transporting of patients with pickup origination within Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lifeguard ALS three ground

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide
Advance Life Support _____ services to the citizens of Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to
the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide ALS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport,
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued August 20, 2020

Date of Expiration December 31, 2021
(Unless certificate is sooner revoked or suspended)

Limitations: No more than three (3) ALS emergency transports operating simultaneously and
transporting patients with pickup origination within Escambia County.

ATTEST: Pam Childers
Clerk of the Circuit Court

Board of County Commissioners
Steven Barry, Chairman

By: _____
Deputy Clerk

BCC Approved: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18382

County Administrator's Report 8. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Extension of the 2020 Ad Valorem Tax Roll

From: Sharon Harrell, Interim Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Extension of the 2020 Ad Valorem Property Tax Roll - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board approve extending the 2020 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board hearings to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

BACKGROUND:

By extending the tax roll, it allows the Tax Collector the ability to collect property taxes for the various taxing authorities beginning November 1, 2020, even if the Value Adjustment Board hearings have not been completed. This will give taxpayers the ability to pay their property taxes during any of the four discount periods.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Per Florida Statute 197.323 - Extension of roll during adjustment board hearings.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request to Extend 2020 Ad Valorem Property Tax Roll



Scott Lunsford, CFC · Escambia County Tax Collector

(850) 438-6500 · Post Office Box 1312 · Pensacola, Florida 32591 · EscambiaTaxCollector.com

August 3, 2020

Hon. Steven Barry, Chair
Escambia County Board of Commissioners
Post Office Box 1591
Pensacola, FL 32591-1591

Dear Commissioner Barry:

This letter is being submitted as a formal request of the Board of County Commissioners to extend the 2020 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension also will allow the collection of revenue for the various taxing authorities to begin November 1, 2020. Authority for early extension of the tax roll is provided for in F.S. 197.323. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Lunsford".

Scott Lunsford, CPM

/cmv

cc: Janice Gilley, County Administrator
Chris Jones, Property Appraiser
Alison Rogers, County Attorney



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18351

County Administrator's Report 8. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Florida Forest Service Annual Report

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Forest Service Annual Report, as Requested by Adam Parden of the Division of Forestry - Janice P. Gilley, County Administrator

That the Board accept for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of County Commissioners for Fiscal Year 2019-2020, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Florida Forest Service Annual Report is presented to the Board each year, to be filed with the Board's Minutes. F.S. 259.037 3(b)1.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FLORIDA FOREST SERVICE



ANNUAL REPORT TO THE ESCAMBIA COUNTY BOARD OF COMMISSIONERS

FISCAL YEAR 2019-2020

**Adam Parden, Forest Area Supervisor
Cathy Hardin, Senior Forester**

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY ANNUAL REPORT
FISCAL YEAR 2019/2020
(July 1, 2019 through June 30, 2020)**

SUMMARY

Fire Control/Emergency Response

The Florida Forest Service is an emergency response state agency that provides incident response and assistance to all forms of emergency response incidents, including wildfires, floods, exotic pest eradication, and hurricanes. We have mutual aid agreements with a number of different agencies, including Escambia County Fire Rescue, Navy Fire Rescue, and the City of Pensacola Fire Department. Tactical radio channels are in place with each of our mutual aid partners to provide clear communication on an emergency scene.

The Florida Forest Service currently has two Type 6 fire engines and 3 Tractor/Plow fire units assigned to Escambia County. Those fire units are strategically located throughout the county during periods of high fire danger. This allows us to provide for quick response time to an incident. Air resources, including reconnaissance airplanes and fire helicopters, are also available for our use during most of the year. These resources are located outside the county and must be ordered by Forest Service personnel.

Our fire investigations are handled by the Florida Department of Agriculture and Consumer Services Law Enforcement Department. The fire investigators that work our fires in Escambia County are based out of Pensacola and are readily available for assistance.

For Fiscal year 2019-20, the Florida Forest Service responded to 22 wildfires in Escambia County. As a result, 1,221 acres were burned. A total of 717 burning authorizations were issued, covering 7,547 acres and 891 piles.

During the year, Forest Service employees presented fire prevention displays and programs to an estimated 75,690 citizens of Escambia County. Thirteen landowners were assisted by establishing pre-suppression firelines and prescribed burning.

Wildland fire training was offered to the local volunteer fire departments. Volunteer fire departments were offered assistance through federal grants.

Florida Forest Service personnel assigned to Escambia County provided wildfire assistance to numerous fires out of district during this past fiscal year; including fires in Florida, Texas, Oregon, Washington, California, and Colorado.

Fire Control Program

Wildfire activity this past year was well above average with 22 wildfires burning 1,221 acres. The reason for the increase in fires was mainly due to the dry conditions we experienced this past winter and spring.

To help minimize the fire problem in the county, we continue to maintain an aggressive fire prevention campaign. This basically consists of both an ongoing educational program and an active landowner assistance policy. This year, a total of 20 fire prevention programs were presented to over 75,690 people. Some of our education programs consist of participating in numerous public safety days, including the City of Pensacola at the Wahoo Stadium and NEX Correy Station. We set up booths and displays at the Blue Angels Homecoming Air Show, as well as Arbor Day/Tree Giveaways in Century. We also visited numerous schools and museums throughout the county, including the Naval Aviation Museum, Northview High School, Tate High School, Semmes Elementary, Molino Museum/Library, Pensacola Christian Academy, and Molino Park Elementary. One of the highlights of the year was Smokey Bear visiting children at the Studer Family Children's Hospital at Sacred Heart. We also assisted 13 landowners with either pre-suppression firelines or prescribed burning, protecting a total of 496 acres.

We continue to work closely with all of the volunteer and paid fire departments. This assistance is in the form of training and funding. This past year, the Florida Forest Service assisted the Escambia County Fire Rescue with a S-130/190 training, Basic Wildland Fire Management. We also continue to work closely with the Northwest Florida Volunteer Firefighter Weekend in Niceville, where we provide scholarships for area volunteer firefighters to receive additional training.

The Florida Forest Service continues to offer the Volunteer Fire Assistance Program statewide. The Volunteer Fire Assistance Program provides financial, technical, and other assistance to rural volunteer fire departments in Florida. As stated earlier, the Florida Forest Service also provides scholarships to local volunteer firefighters to receive additional training at the Northwest Florida Volunteer Firefighter Weekend in Niceville. This week-long training event is one of the largest of its kind in Florida, offering numerous fire training courses.

The Wildfire Mitigation Program is an ongoing project in the wildland/urban interface areas of the county. We identify areas where there is a threat to property in the event of a wildland fire. An agreement is signed between the landowner and the Florida Forest Service. The Forest Service then chooses to establish permanent firebreaks and/or do a prescribed burn to reduce the fuels and hazards to mitigate the chance of a wildfire. This past year, mitigation was done in the communities of Myrtle Grove, Molino, Pleasant Grove, Cantonment, Beulah, Pine Forest, and Innerarity Point.

Mitigation in these areas helps to protect the following property values.

- Projects have protected more than 28 structures valued at \$2.68 million and 80 acres of timber and wetlands.

Some of our larger ongoing mitigation projects are the Jones Swamp Wetland Preserve, Big Lagoon State Park, Roy Hyatt Environmental Center, Pensacola International Airport, Molino 4-H property, and the Coastal Plains Institute Pitcher Plant Preserve.

This program will continue in the future as new areas will be identified and treated. The work is being done by Forest Service personnel and private contractors under a federal grant, at no cost to any private landowner.

The use of fire as a tool in prescribed burning, disease control, debris burning, and other areas is still very popular in the county. The following tables give a breakdown of the different types of burning done in the county and the types of wildfires in the past year.

Fires by Causes

Blackwater Forestry Center
07/01/2019 through 06/30/2020

Escambia County

Cause	Fires	Percent	Acres	Percent
Campfire	0	0	0	0
Children	1	4.55	0.8	0.07
Debris Burn*	0	0	0	0
Debris Burn--Auth--Broadcast/Acreage	1	4.55	4.0	0.33
Debris Burn--Auth--Piles	2	9.09	0.7	0.06
Debris Burn--Auth--Yard Trash	2	9.09	1.0	0.08
Debris Burn--Nonauth--Broadcast/Acreage	0	0	0	0
Debris Burn--Nonauth--Piles	1	4.55	1.3	0.11
Debris Burn--Nonauth--Yard Trash	3	13.64	3.6	0.29
Equipment use*	0	0	0	0
Equipment--Agriculture	1	4.55	3.0	0.25
Equipment--Logging	0	0	0	0
Equipment--Recreation	0	0	0	0
Equipment--Transportation	0	0	0	0
Incendiary	0	0	0	0
Lightning	0	0	0	0
Miscellaneous --Breakout	0	0	0	0
Miscellaneous --Electric Fence	0	0	0	0
Miscellaneous --Fireworks	0	0	0	0
Miscellaneous --Power Lines	0	0	0	0
Miscellaneous --Structure	0	0	0	0
Miscellaneous--Other	0	0	0	0
Railroad	4	18.18	2.7	0.22
Smoking	0	0	0	0
Unknown	7	31.82	1,204.3	98.60
Total	22		1,221.4	

Burning Authorizations Summary

Blackwater Forestry Center
7/1/2019 through 6/30/2020

Escambia County

Burn Type	Authorized Fires	Authorized Acres	Authorized Piles
Agricultural--Pasture	34	1,042	23
Agricultural--Range management	5	78	0
Agricultural--Stubble (post harvest)	1	0	1
Agricultural--Sugarcane	0	0	0
Agriculture--Citrus	0	0	0
Land clearing--Non-residential--With ACI	223	0	223
Land clearing--Non-residential--Without ACI	118	0	296
Land clearing--Residential--With ACI	16	0	18
Land clearing--Residential--Without ACI	212	5	326
Silvicultural--Disease control	0	0	0
Silvicultural--Ecological	33	3,516	2
Silvicultural--Hazard removal	56	1,839	1
Silvicultural--Other	0	0	0
Silvicultural--Prior to seed	0	0	0
Silvicultural--Site preparation	19	1,067	1
Silvicultural--Wildlife	0	0	0
Total	717	7,547	891

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY
COOPERATIVE FORESTRY ASSISTANCE PROGRAM ANNUAL REPORT
FISCAL YEAR 2019-2020**

SUMMARY

In Escambia County, approximately 56% of land is forested (242,653 acres). 206,543 acres are privately owned. Good forest management improves water quality, retains soil, helps wildlife, and contributes to the local economy by ensuring a continuing supply of raw materials for area mills. According to the University of Florida's Economic Impact Analysis Program, in 2016, all forest industries in Escambia County contributes \$1,113 million to the local economy and provides 5,653 jobs. <https://fred.ifas.ufl.edu/DEStudio/html/Forestry/IFAS/Escambia.html>

The Cooperative Forestry Assistance program exists to promote sound forest management to ensure the continued environmental and economic viability of Florida's forest resources. County Foresters provide technical assistance to landowners, educate the public, and advise local governments on forestry matters. The Florida Forest Service provides a professional forester, office, vehicle, equipment, and supplies. The annual cost to Escambia County is \$6,000.

In Escambia County, the County Forester provides free consultation and technical services to the public. The forester evaluates timber stands, diagnoses disease and insect problems in timber and urban trees, writes forest management plans, and advises local governments on forestry matters. The forester is available to assist in all parts of the county; however, the majority of the assistance was in the rural parts of the county for the 2019-2020 fiscal year.

The county forester frequently speaks at schools and adult programs. In the 2019-2020 fiscal year, educational programs at schools and other venues directly reached an estimated 609 people.

The county forester also receives training in forest land management and wildland fire control. The forester occasionally assists forest rangers with prescribed burning for private landowners in Escambia County and on state lands. The forester may also assist local forest rangers in doing on-site inspections, answering citizen concerns about smoke, prescribed burning, wildfire mitigation and other issues. The county forester may also assist in emergency response for wildfires, hurricanes, or other disasters. This year the county forester deployed to assist with Hurricane Michael recovery and participated in control of the Hurst Hammock Wildfire in May 2020.

COOPERATIVE FORESTRY ASSISTANCE PROGRAM ACCOMPLISHMENTS, 2019-2020

Technical Assistance to Forest Landowners

The County Forester is a source of information for landowners wanting to improve the management of their forestlands. The forester frequently receives requests for assistance from landowners with specific concerns, such as insect problems, timber sale advice, and reforestation projects.

In the 2019-2020 fiscal year, the forester handled numerous requests for assistance. Many were requests for information that were completed during an office visit, over the phone, via e-mail, or with a letter and appropriate literature. The forester made 94 landowner assistance visits to rural and urban Escambia County properties.

TYPE OF ASSISTS	NUMBER OF NEW PLANS	ACRES
Management Plans		
Forest Stewardship Plans	9	869
General Forest Management Plans	0	0
Cost-Share Plans	10	515
Stewardship Certification	4	385
Tree Farm Certification	9	1,109
FORCES Certification	0	0
TOTAL	32	2,878
Prescribed Burning Assists	2	142
GRAND TOTAL	34	3020

Forest Stewardship Program

The Forest Stewardship Program is the premier program to promote exemplary forest management for multiple resources. County foresters collaborate with wildlife biologists from the Florida Fish and Wildlife Conservation Commission and other experts, as needed, to write a comprehensive management plan tailored to achieve the landowner's objectives.

There were 4 Stewardship landowners in Escambia County with 385 acres who was newly certified this past year. There were 9 new Stewardship plans written this past year in Escambia County with a total of 1,109 acres.

Federal and Private Cost-Share Programs

The USDA Farm Service Agency and the Natural Resources Conservation Service administer programs to provide financial assistance to forest landowners and farmers through cost-sharing. Under these programs, landowners and the federal government share the cost of practices to establish tree cover for soil, water, and wildlife conservation. The Conservation Reserve Program (CRP) assists farmers in converting row crops and pasture to forests. The Environmental Quality Incentives Program (EQIP) primarily funds farm pollution control, but can also involve forestry. The Florida Forest Service administers the Southern Pine Beetle Prevention program which provides cost-sharing for timber thinning, prescribed burning, understory establishment or treatment, and longleaf pine seedling planting. Most of these programs have seen reduced enrollment in the last few years as funds have been reduced.

During 2019-2020, 10 new cost share contracts were approved under the SPB program. The County Forester continued to assist with existing contracts. The County Forester assisted with 1 CRP contracts for landowners who were to receive federal assistance on their property.

Southern Pine Beetle

The Florida Forest Service inspects forests for outbreaks of the southern pine beetle, which has infrequent population spikes that can cause widespread damage to pines. Throughout the fall, winter, and spring, the county forester monitored bark beetle activity throughout the county. Monitoring is performed by visiting sites that have been called in, through insect trapping in the month of March, and flights over the county in the summer. Through June, the southern pine beetle was not active in Escambia County. An aerial SPB flight was not conducted over the county this fiscal year.

Other Landowner Visits

Other technical assistance includes all other cases where a visit was made by the County Forester without any cost-share or other program. This includes Silvicultural Best Management Practices inspections and calls for advice on timber sales. The county forester does not act as a landowner's agent in timber sales, but can advise the landowner in how to conduct a sale, provide lists of timber buyers and loggers, and help the landowner locate a private consulting forester.

The forester also makes forest health inspections for landowners in the county. This ranges from possible pine beetle infestation in a large tract of timber to yard tree inspections. During 2019-2020, the forester conducted 27 forest health inspections in Escambia County.

Information And Education

The County Forester participated in 3 adult programs and 41 children's programs between July 2019 and June 2020.

- Actively involved in Northview and Tate High School FFA, as well as Beulah Middle School.
- Pensacola and the unified command of Pensacola Naval Complex continue to receive recognition as Tree City USA through the National Arbor Day Foundation's program.
- Participated in Arbor Day Tree plantings at NAS Pensacola, Century Community Center, and Beulah Middle School, and Tree Giveaways in 2 locations across the county.
- Coordinated a tour of Florida's 2019 Tree Farmer of the Year property. Property of John Russell of McDavid, FL
- Additional programs for private and public organizations.



John Russell, 2019 Florida Tree Farmer of the Year.



Stewardship and Tree Farm Certifications



Arbor Day at NAS Pensacola (Photo by Jason Bortz)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18371

County Administrator's Report 8. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Memorandum of Agreement for Community Transportation Coordinator for Escambia County

From: TONYA ELLIS, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement for Community Transportation Coordinator for Escambia County - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA #2048) for Community Transportation Coordinator (CTC) with the Florida Commission for the Transportation Disadvantaged (FCTD):

A. Approve the Memorandum of Agreement commencing on July 1, 2020, and ending on June 30, 2025; and

B. Authorize the Chairman to sign the Memorandum of Agreement for execution of five years commencing on July 1, 2020, and ending on June 30, 2025.

[Funding for the Transportation Disadvantaged/Paratransit program is provided by the Florida Commission for the Transportation Disadvantaged and is included in the Mass Transit Fund 104]

BACKGROUND:

The County previously entered into a Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged on April 29, 2014, effective June 1, 2014, for a period of five years. That Agreement was scheduled to expire on June 30, 2019. Due to an administrative oversight that occurred during the 2018 Legislative Session, the FCTD extended the current MOA with Escambia County for a period of one year, until June 30, 2020.

This MOA with the Florida Commission for the Transportation Disadvantaged designates Escambia County as the Community Transportation Coordinator for another five years.

BUDGETARY IMPACT:

Funding for the Transportation Disadvantaged/Paratransit program is provided by the Florida Commission for the Transportation Disadvantaged, at an approximate annual cost of \$650,000, and is included in the Mass Transit Fund 104; however trips provided well exceed the budget and therefore the balance is supplemented by the Mass Transit budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Competitive Grant Application Policy, Section II; A.6.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this Recommendation, Mass Transit Staff will coordinate with FCTD Staff for implementation.

Attachments

MOA

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

Escambia County Board of County Commissioners, 221 Palafox Pl., Pensacola, Florida 32502

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

Escambia county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

- I. The Coordinator Shall:
 - A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.
 - B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.
 - C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.
 - D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.
2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.
3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.
4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.
5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.
 3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.
 4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.
- H. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and
 2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of \$1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

- J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- K. Protect Civil Rights by:
1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.
 2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
 2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
 3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
 4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.
11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

II. The Commission Shall:

- A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.
- B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

- A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.
- C. Termination Conditions:
 1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.
- D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.
- E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450**. The representative/position of the Coordinator responsible for administration of the program under this Agreement is:

Tonya Ellis, Transit Director
1515 W. Fairfield Drive, Pensacola FL 32501

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on June 17, 2020.

Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION
COORDINATOR:

Escambia County Board of County
Commissioners

Agency Name

Steven Barry

Typed Name of Authorized Individual

Signature: _____

Title: Chairman

STATE OF FLORIDA, COMMISSION FOR
THE TRANSPORTATION DISADVANTAGED:

David Darm

Typed Name of Authorized Individual

Signature: _____

Title: Executive Director

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL] Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-04-2020



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18424

County Administrator's Report 8. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2020

Issue: Escambia County Health Facilities Authority Reappointment

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia County Health Facilities Authority - Janice P. Gilley, County Administrator

That the Board approve the reappointment of Michael S. Kohler to the Escambia County Health Facilities Authority, to serve a four-year term, effective August 22, 2020, through August 21, 2024, as requested by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

A General Alert was posted on the County's Website from July 6, 2020, to July 20, 2020, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Escambia County Health Facilities Authority is the only response that was received. Ms. Yeagle's letter and Captain Kohler's Resume are provided for review.

BACKGROUND:

The Escambia County Health Facilities Authority (Authority) was created in accordance with Chapter 74-323, Laws of Florida, Acts of 1974. The purpose of the Authority is to assist health facilities in the acquisition, construction, financing and refinancing of projects in any incorporated or unincorporated area within the geographical limits of Escambia County.

Ms. Virginia Yeagle, Administrator, Escambia County Health Facilities Authority, on behalf of the Authority, has requested that the Board reappoint Captain Kohler. Captain Kohler was first appointed in 2012. The Authority is recommending that Captain Kohler be reappointed to serve another four-year term.

A General Alert was posted on the County's Website from July 6, 2020, to July 20, 2020, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an

appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Board of the Escambia County Health Facilities Authority is the only response that was received.

Ms. Yeagle's letter and Captain Kohler's Resume are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Virginia Yeagle and Captain Kohler's Resume

General Alert - Health Facilities Authority



June 1, 2020

Ms. Janice Gilley
Escambia County Administrator
221 Palafox Place
Suite 400
Pensacola, FL 32502

Re: Reappointment of Board Member Michael S. Kohler


Dear Ms. Gilley:

We are contacting you on behalf of the Health Facilities Authority Board to request the reappointment of Board Member Michael S. Kohler whose term expires on August 21, 2020. Captain Kohler recently retired from the US Navy after 33 years of service. He has agreed to serve for a new four-year term if reappointed by the Escambia County Board of County Commissioners. Captain Kohler has an excellent attendance record at the Authority meetings and currently serves as Secretary of the Board.

Enclosed is his current resume. As you can see from his resume, he brings a wealth of knowledge concerning medical practice and business experience to the Authority Board. During his time serving on the Board, he has gained considerable knowledge about tax exempt capital financing for health care organizations, and the operations of the Authority. In return, the Authority has benefited greatly from his specific health care experience, insight and knowledge of healthcare operations, practices, and utilization. Due to the unique nature of the Authority's public purpose and operations, it is important for the Authority to retain qualified board members willing to voluntarily serve more than one term. Captain Kohler is an asset to our organization and the Authority wishes to retain his services for another four-year term.

The Authority requests that Captain Michael S. Kohler be reappointed for a four-year term commencing August 22, 2020 and ending on August 21, 2024. If we can provide any additional information to assist you in recommending him for reappointment, please do not hesitate to contact us. Your assistance is greatly appreciated.

Sincerely yours,



Eugene Franklin
Chairman



Virginia L. Yeagle
Administrator

cc: CAPT Michael S. Kohler

MICHAEL S KOHLER
CAPTAIN-USN-RETIRED
320 GAMARRA RD
PENSACOLA, FL 32503

BIOGRAPHY

Captain Michael Kohler is a pioneer from the centennial state of Colorado. He entered the Navy in 1987 as a seaman recruit shortly after graduating from Longmont High School. He completed hospital corpsman school and was selected to attend basic laboratory school. His first assignment as a hospital apprentice was at Naval Hospital Pensacola in May 1988. During his tour, during off-duty time, he received his Associate Degree of Nursing from Pensacola Junior College in June 1991. He left Pensacola as an HM2 and was commissioned at 22 as a Warrant Officer 1.

While stationed at Oakland Naval Medical Center from December 1991-July 1995, he served as a staff nurse on a medical nursing floor. During his off-duty time, he completed his Bachelor of Science Nursing at California State University, Hayward prior to transferring to Naval Hospital Guam.

During his tour at Naval Hospital Guam from July 1995-August 1997, he was a Trauma Nursing Instructor affiliated with the Emergency Nurses Association. He has taught trauma nursing in Japan, South Korea, Guam, and the United States. He achieved his Certified Emergency Nurse (CEN), and Certified Critical Care Registered Nurse (CCRN). He was a health care provider in both Korean Airline Crash 801 and Operation Pacific Haven.

In September 1997 he returned to Naval Hospital Pensacola and was assigned to the intensive care unit before being selected to serve as Department Head, Health Promotions. He achieved his certification in health promotions and was the Co-Chairman of the Pensacola Health Excellence Symposium for two years. The Florida Nurses Association also awarded him district 1 military nurse of the year. In addition, he gave the commencement address to the 1998 spring graduation at Pensacola State College.

Assigned as the clinic manager NBHC Whiting Field from March 2001-December 2004, he spearheaded the award winning video "If You Wait, It could be too Late!" The video received a Department of Defense and Department of the Navy Award. He also completed his Masters of Education ETMS from the University of West Florida. Captain Kohler was nominated for nurse of the year in both 2002 and 2003.

Captain Kohler reported to Navy Medical Education & Training Command from January 2005-July 2007. He was responsible for developing the Expeditionary Medicine Web Based Training. Other accolades included Captain of the Navy DC Running Team and coordinator for the CJ Reddy leadership conference.

In July 2008, he assumed duties as Officer in Charge for NBHC NAS Pensacola in which he served until March 2011. He then deployed as an Individual Augmentee to Joint Task Force Joint Medical Group Guantanamo Bay, Cuba until October 2011. Upon returning he was selected to serve as Director, Healthcare Business from October 2011-April 2015.

On April 24, 2015 he was reassigned and assumed duties as Officer in Charge NBHC Belle Chasse. A robust ambulatory Branch Health Clinic with an enrolled population of 5500. He transferred April 2018 and assumed duties as Executive Officer Navy Medicine Operational Training Center.

CAPT Kohler's military decorations include a Meritorious Service Medal with three gold star, Navy Commendation Medal with gold star and a Navy Achievement Medal with four gold stars as well as various other campaign medals and honors.

Captain Kohler retired 01 May 2020 after 33 years of honorable service to our great country.

MICHAEL S. KOHLER

CURRICULUM VITAE

04/2018-05/2020

Pensacola, FL

Navy Medicine Operational Training Center - Captain

- ♦ Executive Officer - 6 Detachments, 8 Air Survival Training Centers, 700 employees, and 73 building
- ♦ Secretary Escambia County Health Facilities Authority
- ♦ Member Military Advisor Committee Escambia County
- ♦ Chairman Position Management Board
- ♦ Chairman Civilian and Military Awards Board
- ♦ Chairman Space Utilization Committee
- ♦ Member Medical Executive Committee
- ♦ Race Director Rock N Fly Half Marathon & 5K. Donated 240K to Navy Marine Corps Relief Society since 2014.
- ♦ Finished Marathon in all 50 states May 2018.

04/15-04-18

Belle Chasse, LA

Naval Branch Health Clinic Belle Chasse – Commander - Captain

- ♦ Officer-in-Charge - 5500 enrollees in greater New Orleans area with 115 employees. Eight departments, and averaging 40,000 encounters annually.
- ♦ Member Executive Steering Committee
- ♦ Member Base Emergency Management Team
- ♦ Coordinated Medical Support Blue Angel Air show for 200,000 attendees.
- ♦ Spearheaded Medial Annex on Marine Force Reserve Command that focused on Medial Readiness for 59,000 Marine reservists.

10/2011-04/2015

Pensacola, FL

Naval Hospital Pensacola - Commander

- ◆ Director Healthcare Business – Responsible for 60,000 referrals annually, six departments and 58 employees.
- ◆ Associate Directorate for Professional Education
- ◆ Department Head Education & Training
- ◆ Board of Directors/Executive Steering Committee Member
- ◆ Orchestrated MOU with Veterans Administration that brought in 3.5M in both inpatient and outpatient care for Naval Hospital Pensacola.

03/2011-10/2011

Guantanamo Bay, Cuba

Joint Task Force Joint Medical Group-Commander

- ◆ Senior Nurse over 13 staff managing health care for 200 detainees and known terrorist

8/2007-02/2011

Pensacola, FL

Naval Hospital Pensacola- Lieutenant Commander - Commander

- ◆ Officer- in-Charge Naval Branch Health Clinic NAS Pensacola
- ◆ Operational Training Officer – Fleet Hospital Pensacola
- ◆ Clinic Manager NATTC Clinic NAS Pensacola
- ◆ Clinic Manager Instructor NAVMED MPT&E
- ◆ TNCC Instructor/Trainer
- ◆ ACLS & PALS Instructor

02/2005-07/2007

Bethesda, MD

Navy Medicine Education Training Command - Lieutenant Commander

- ◆ Knowledge Manager for Nurse Corps Specialty Leaders
- ◆ Developed Expeditionary Medicine Web Based Training - NAVMED POLICY 07-016
- ◆ Developed Training Plan for Operational Medicine 67B AQD
- ◆ Developed Medical Deployer Page-Navy Knowledge Online
- ◆ Coordinator CJ Reddy Leadership Conference 2005 & 2006
- ◆ Command Manage Equal Opportunity (CMEO)
- ◆ Instructor TNCC Provider and TNCC Instructor Trainer
- ◆ Received Executive Medicine 67A AQD

03/2001-01/2005

Milton, FL

BMC Whiting Field/Lieutenant-Lieutenant Commander

- ◆ Clinic Manager
- ◆ Trauma Nurse Provider/Instructor/and Instructor Trainer for region
- ◆ Command Fitness Coordinator
- ◆ PHA Coordinator
- ◆ Wellness Coordinator
- ◆ Tobacco Cessation Instructor
- ◆ ACLS Instructor
- ◆ Received DoD & DoN award for tobacco cessation video "If You Wait It Could Be Too Late"
- ◆ Command Manage Equal Opportunity/CMEO

8/1997–3/2001

Pensacola, FL

Naval Hospital Pensacola/Lieutenant

- ◆ Department Head, Health Promotion
- ◆ Coordinator for Health Excellence Symposium
- ◆ Command Fitness Coordinator
- ◆ Staff Nurse ICU and PACU
- ◆ Received military nurse of the year district 1 Florida Nurses Association.
- ◆ Gave Commencement Address Pensacola Junior College. "*Not Yet*"
- ◆ Trauma Nurse Core Course Provider/Instructor/Instructor Trainer.

7/1995–8/1997

Guam, USA

Naval Hospital Guam/ Ensign-Lieutenant Junior Grade

- ◆ Trauma Nurse Core Course Coordinator.
- ◆ Staff Nurse ICU/multi-service ward.
- ◆ Achieved Certified Emergency Nurse (CEN)
- ◆ Achieved Certified Critical Care Nurse (CCRN)
- ◆ Provider for Korean Airline Crash 801

12/1991-7/1995 Oakland, CA
 Naval Hospital Oakland/WO1-CWO2

- ◆ Staff Nurse Medicine/Oncology.
- ◆ Staff Nurse Orthopedic Surgical Floor.
- ◆ Staffed nurse in multiple hospitals in bay area (primarily emergency rooms.)

5/1988-12/1991 Pensacola, FL
 Naval Hospital Pensacola/HR-HA-HN-HM3-HM2/Corpsman

- ◆ Laboratory Tech (8501)

EDUCATION

2002-2004 University of West Florida Pensacola, FL
 ◆ M.ED. Education Leadership and Training Management

1991-1995 California State University Hayward. Hayward, CA
 ◆ B.S.N., Bachelor of Science Nursing.

1989-1991 Pensacola Junior College. Pensacola, FL.
 ◆ A.D.N., Associate Degree Nurse, R.N.

MISCELLANEOUS CREDENTIALS & ACHIEVEMENTS

- ◆ Previous Chairman and Current Secretary Escambia County Health Facilities Authority (ECHFA). The authority manages over 800 million dollars in municipal bonds. Recently the ECHFA worked with Baptist Health Care in a 650 million dollar project to build a state of the art health care facility that will advance medical capabilities through the gulf coast area for decades. <https://www.echealthfinance.org>
- ◆ Florida RN License number 2518562
- ◆ Executive Medicine 67A AQD
- ◆ Managed Care Coordinator 67G AQD
- ◆ Ambulatory Care 69O AQD
- ◆ Completed AMDOC, Med Excellence & BMDOC

- ◆ Clinic Management Course Instructor BUMED
- ◆ Trauma Nurse Instructor Trainer ENA
- ◆ TCCC Instructor
- ◆ Certified Health Promotion Director (Coopers Clinic)
- ◆ Smoking Cessation Instructor
- ◆ Team Captain Navy DC Running Team
- ◆ Member Southeast Region Navy Running Team
- ◆ Advance Cardiac life Support Provider
- ◆ 7/97 Critical Care Registered Nurse (CCRN)
- ◆ 2/97 Certified Emergency Nurse (CEN)
- ◆ Certified Public Health Nurse (CPHN), CA.

MEMBERSHIP/MILITARY DECORATIONS

- ◆ Pensacola Runners Association
- ◆ Adventure Cycling Association
- ◆ Marcus Pointe Baptist Church
- ◆ Tri Gulf Coast
- ◆ USA Triathlon Member

Decorations: Meritorious Service Medal (4) Navy Commendation Medal (2), Navy Achievement Medal (5), Meritorious Unit Commendation (2), Humanitarian Service Medal (2), Global War on Terrorism Expeditionary Medal, Global War on Terrorism Service Medal, National Defense Medal (2), Sea Service Deployment Ribbon, Overseas Service Medal, Good Conduct Medal, Expert Rifle Medal, and Expert Pistol Medal.

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Monday, July 6, 2020 9:23 AM
To: Shamara J. Jernigan
Subject: Volunteers Sought for Health Facilities Authority



News Center



[Click HERE to View in Browser](#)

Volunteers Sought for Health Facilities Authority

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for a possible appointment to the [Escambia County Health Facilities Authority](#). Appointees serve without compensation.

The Escambia County Health Facilities Authority was established in accordance with Florida statutes. The authority's duties are to assist health facilities in acquisition, construction, financing and refinancing of projects. Knowledge of finance and/or health care administration required. Authority members serve a four-year term of office. Financial disclosure required.

Escambia residents interested in serving on the Escambia County Health Facilities Authority are asked to submit a letter and resume indicating their desire to serve by the close of business on Monday, July 20. Resumes should be submitted to Shamara Jernigan, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or emailed to boardapply@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

Requirements:

- An authority board member must be a resident of Escambia County. An appointee must be able to attend monthly board meetings during regular business hours and to travel out of town. This requires the board member to have an employer and/or occupation which provides flexibility to engage in volunteer community service activities.

- Under its current annual meeting schedule, the authority meets once a month on the third Tuesday at 4 p.m., except for the months of April and September when the board and staff attend educational conferences related to current topics in tax exempt capital financing for healthcare organizations. Monthly time commitments generally range from three to five hours per month, depending on business matters under consideration. For educational conferences, the board members are out of town for up to four days, twice a year.
- Board members must have reasonable computer skills and access to a computer running Windows 7 or higher, with the current version of Adobe Reader, Microsoft Word and Excel, and with high-speed internet access to receive email with attachments and download large PDF files containing meeting agendas and backup materials. A new board member will spend three to five hours for the initial orientation and training on authority operations.
- Board members must be able and willing to learn about (1) tax exempt bond financing and federal regulations related to municipal bond financing; (2) rules and regulations for municipal bond issuers; (3) current capital financing options and techniques for nonprofit healthcare organizations; and (4) Florida laws related to local government operations and finance.

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.



Community and Media Relations

Phone: (850) 595-3476

Email: cmr@myescambia.com



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18378

County Administrator's Report 8. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Contract Award for CDBG Housing Rehabilitation Services for 813 Lakewood Road

From: CLARA LONG, Department Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Community Development Block Grant Housing Rehabilitation Services for 813 Lakewood Road - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 813 Lakewood Road:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Benjamin and Jeanette Johnson, Owners; per the terms and conditions of NED C-R-2020-8, NED CDBG Housing Repair for 813 Lakewood Road, for \$51,275; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 129/2017 CDBG, Cost Center 370230	\$51,275	NED-C-R-2020-8

BACKGROUND:

An Invitation to Bid for project NED C-R-2020-8, NED CDBG Housing Repair for 813 Lakewood Road, was published in the *Pensacola News Journal* and in Vendor Registry on July 9, 2020 (Exhibit I), and accessed by 83 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on July 16, 2020, at the property, which was attended by six firms. Sealed bids were received from two firms on July 27, 2020, with Design Homebuilders, Inc., being the lowest, most responsive bidder (Exhibit II). The Program Agreement is

provided as Exhibit III, which will award the Contract for the base bid of \$47,635 plus associated lead based paint repair costs of \$3640, for a total bid of \$51,275.

Repairs for this property will include roof and decking replacement, ADA accessibility/aging in place improvements including walk-in shower unit and grab bars, minor electrical updates to include smoke detector and GFIC installation, repair of exterior wood rot, replacement of exterior doors, installation of new HVAC, venting of bathrooms and kitchen range per code, interior drywall repairs throughout home due to ongoing roof leaks and other upgrades, plumbing fixture replacements, cabinetry replacements, and new fascia, cornice, and soffit installation associated with removal of these items from lead based paint remediation.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 129/2017 CDBG, Cost Center 370230	\$51,275	NED-C-R-2020-8

LEGAL CONSIDERATIONS/SIGN-OFF:

The CDBG Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the CDBG program requirements and the property owners meet all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Documents 813 Lakewood

Ex II-Bid Tab 813 Lakewood

Ex III-Agreement 813 Lakewood



Expired Solicitation

Details for expired solicitation

[Solicitation Details](#)[Notify](#)[Recruit](#)[Pre-Solicitation Sign-up](#)[Add Note](#)[Questions](#)[Submissions](#)[Analytics](#)[Set to 'In Review'](#)[Set to 'Awarded'](#)[Set to 'Cancelled'](#)[Set to 'No Submission'](#)[Reopen](#)

Status: Deadline Expired

Solicitation Type: Sealed Solicitation

Solicitation: NED C-R-2020-8

Solicitation Request: NED CDBG HOUSING REPAIR for 813 LAKEWOOD ROAD

Deadline: 7/24/2020 12:00 PM (Central Daylight Time)

Pre-Bid Meeting-Date: 7/16/2020 8:30 AM

Pre-Bid Meeting-Details: Mandatory pre-bid conference will be held at the project site Thursday, July 16, 2020 at 8:30AM

Description:

NED CDBG single housing rehabilitation project for Benjamin & Jeanette Johnson located at 813 Lakewood Road, Pensacola, Florida 32507. Repairs include electrical, plumbing mechanical, roofing, vinyl siding and exterior doors.

Allow Online Bid Submittal: Yes

Products and Services Keywords:

- Painting, Maintenance and Repair Services (including Caulking)
- Home Construction, single family

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings, Including Single Family Homes And Apartments
- Painting, Maintenance And Repair Services, Including Caulking

COPY TO CONTRACT

COPY TO EVALUATION

Documents:

- [CDBG Moderate Rehab Specs- B. Johnson.pdf](#)
- [Pre-bid 813 Lakewood.pdf](#)

Notified Vendors:

- 7/9/2020 - 850 Paint Pro (rick850@gmail.com)
- 7/9/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 7/9/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 7/9/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
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- 7/9/2020 - Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 7/9/2020 - Renaissance BCL (jack@renaissance-bcl.com)
- 7/9/2020 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)

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(widerangehomerepair@gmail.com)

Online Submissions: (2)

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ESC CO COMMISSIONERS/LEGALS
221 PALAFOX PL

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE TO BIDDERS

as published in said newspaper in the issue(s) of:

07/09/20

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 9th of July 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires

of Affidavits 1

Publication Cost: \$117.22

Ad No: 0004264649

Customer No: PNJ-26745500

This is not an invoice

PUBLIC NOTICE TO BIDDERS

Sealed bids will be received until Friday, July 24, 2020, at 12:00 Noon CT, in the Escambia County Neighborhood Enterprise Division (NED) Office at 221 Palafox Place, Suite 200, Pensacola, Florida, for lead based paint abatement and rehabilitation of the residential dwelling located at 813 Lakewood Drive, Pensacola, Florida 32507 under the Escambia County Community Development Block Grant (CDBG) Program.

Specifications may be obtained by reviewing the "Solicitations" link at the Escambia County Purchasing site at: <https://myescambia.com/bid-service> repurchasing. For bids to be considered, they must include all itemized costs. Total bid cost must be in ink, must be signed by the submitting contractor, and must be hand delivered to the NED office by the stated deadline. Any bid that does not meet the above requirements will not be considered. Escambia County reserves the right to reject any or all bids.

A mandatory Pre-Bid Conference will be held 8:30 AM CST, Thursday, July 16, 2020 at 813 Lakewood Drive. Bid Opening will be at 2:15 PM, Monday, July 27, 2020 at the NED Office.

General questions may be directed to the NED Office at 850-595-0622 or info@myescambia.com. Small business and minority contractors who wish to participate in the Escambia County CDBG Program should contact the NED Office for additional information. Legal No. 4754649 7/9/2020

NANCY HEYRMAN
Notary Public
State of Wisconsin

EXHIBIT II

Escambia County

Neighborhood Enterprise Division (NED) Housing Repair Program

Public Notice of Recommended Award

Bid Tabulation

Bid Opening Date: 07/27/20

Bid Opening Time: 2:15 P.M.

Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED C-R-2020-8

Solicitation Name: NED CDBG Housing Repair for 813 Lakewood Road

AGENCY NAME	BASE BID	ASSOCIATED LBP	ALTERNATE	GRAND TOTAL
Design Homebuilders Inc	\$47,635.00	\$3,640.00	N/A	\$51,275.00
David Griffin H. Enterprises LLC	\$47,450.00	\$5,000.00	N/A	\$52,450.00

Bids Opened By: George Bell, NED

Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to Design Home Builders Inc for the bid of \$51,275.00.

Status: Under Review

BCC Meeting Date: 08/20/20

CDBG HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Benjamin and Jeanette Johnson (hereinafter referred to as "Owner"), and Design Homebuilders, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") for the purpose of implementing a Community Development Block Grant ("CDBG") Program Project.

WITNESSETH:

WHEREAS, the County has been awarded a Community Development Block Grant ("CDBG"), CFDA #14.218, which provides for the development, establishment and administration of projects to meet the unmet needs of low and moderate income citizens of Escambia County; and

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division, hereinafter referred to as "NED", has established the **CDBG Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 813 Lakewood Road, PNS FL 32507 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **\$ 51,275.00**

(hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is \$15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds \$15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted to:

Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

Section 5. Bonds. If the Contract Amount exceeds \$25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **sixty (60) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the performance or completion of the work as a result of the Owner's unreasonable interference or other

unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D**; (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice

of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Contract Documents. Contractor shall maintain at the Project site one copy of all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County. Said documents shall be maintained in good order and annotated to show all changes made during the course of the Project.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as

unacceptable or unsuitable; or (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind

has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc. shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of CDBG funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida Statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred

by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither Contractor nor Owner shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one (1) calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities [CHECK ONE]:

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contractor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the Project. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. Upon completion of the Project, the Owner shall be responsible for reinstallation of rugs, draperies, wall coverings, and furniture unless otherwise specified in the Scope of Work.

If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project and agrees not to enter the work site during any lead based paint hazard abatement work on the premises.

Section 23. Lead Based Paint (LBP)/Renovation, Repair, and Painting Rule (RRP).

The subject property ☒ was/☐ was not constructed prior to 1978.

If the subject property was constructed prior to 1978, then the following provisions shall apply:

The County/NED and/or Owner shall provide Contractor with a copy of the Lead Based Paint (LBP) Survey. Any LBP found in excess of HUD's guidelines as provided in the Lead Safe Housing Rule has or will be remediated in accordance with the Work Plan provided by the Risk Assessor assigned to the Project. The Risk Assessor shall perform a clearance inspection prior to final completion and acceptance of the work. The clearance inspection will be limited to a visual inspection and dust wipe samples at the affected locations. If clearance is not achieved upon the first inspection, Contractor shall promptly perform such additional work as required to achieve clearance and all additional clearance inspections will be at the Contractor's expense. The Project shall not be deemed complete in accordance with **Section 11** until the Risk Assessment Firm furnishes NED with certification that the lead-based paint hazard, evaluated at the time of initial risk assessment, has been abated.

Contractor is an EPA Certified Renovation Firm and has provided a copy of said certification to Owner and the County/NED. All work performed pursuant to this Agreement shall be in accordance with the EPA/RRP Rule, including providing a copy of "Renovation Recordkeeping Checklist" at close of job to Owner and NED, if applicable.

Section 24. Ground Disturbance and Archaeological Materials. In the event that any ground disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300 foot radius and the materials protected. Notify the County/NED immediately for contact with the State Historic Preservation Officer and other relevant entities to provide input before construction resumes.

Section 25. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Pursuant to §489.1425 (1), Florida Statute, regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, FL 32399-2215
(850) 487-1395

Section 26. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 27. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator

**221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947**

Section 28. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 29. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 30. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 31. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 32. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Benjamin & Jeanette Johnson	Design Homebuilders, Inc.
Neighborhood Enterprise Division	813 Lakewood Rd	2460 Bluff Circle
221 Palafox Place, Suite 200	Pensacola, FL 32507	Pensacola, FL 32503
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 33. No Discrimination. The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 34. No Waiver. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 35. Governing Law. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 36. Severability. If any part, term, or provision of this Agreement is held by the courts

to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 37. Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 38. Authority. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	Signature of Owner:
Firm Name, Address, City, State, Zip: Design Homebuilders, Inc. 2460 Bluffs Circle Pensacola, FL 32507	Name, Address, City, State, Zip: Benjamin and Jeanette Johnson 813 Lakewood Road Pensacola, FL 32507
FL and County License No.:	
Witness:	Witness:
Witness:	Witness:
Date of Bid Opening: 07/27/2020	Date of BCC Acceptance: 08/20/2020

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 08-05-2020

EXHIBIT A

ESCAMBIA COUNTY CDBG HOUSING REHABILITATION

OWNER:	<u>Benjamin & Jeanette Johnson</u>	JOB #:	<u>NED C-R-2020-8</u>
ADDRESS:	<u>813 Lakewood Road</u>	DATE PREPARED:	<u>06/30/2020</u>
	<u>Pensacola, Florida 32507</u>	OPENING DATE:	<u>07/09/2020</u>
PHONE:	<u>850-456-7382</u>	CLOSING DATE:	<u>07/24/2020</u>
		CLOSING TIME:	<u>Noon</u>

I/(we) certify that I/(we) have carefully examined the Housing Rehabilitation Specifications, Associated Lead Based Paint Specifications (if applicable), General Conditions and Insurance/Bid Requirements, and I/we have also examined the site on which proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional workmanship manner and to complete the work at the price listed.

<u>\$</u>	<u>REHABILITATION COST</u>	<u>CONTRACTOR'S SIGNATURE</u>
<u>\$</u>	<u>ASSOCIATED LEAD BASED PAINT COST</u>	<u>TITLE</u>
<u>\$</u>	<u>TOTAL JOB COST</u>	<u>FIRM</u>
		<u>FIRM PHONE NUMBER</u>

BID OPENING DATE: _____
☐ ACCEPTED ☐ REJECTED

BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS: Plumbing, Electrical, Windows/Doors, Roof, Siding

All measurements are for reference only and should be confirmed by the bidder

Mandatory on Site Pre-Bid Conference: Thursday, July 16, 2020 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Complete and submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor, bid price, and itemized pricing. Bid submissions will be accepted online via Vendor Registry or Hand-delivery. Hand-delivery of sealed bids may be accepted by appointment only and must be in a sealed envelope and delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502. NO email or fax submissions will be accepted. All bids must be received by the published deadline.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Bids \$25,000 or over must be approved by the Board of County Commissioners prior to award of contract. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under "miscellaneous." Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER'S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor's use during the rehabilitation period.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner's trash and/or discarded belongings or furnishings. Items left within the unit, which are to be removed/replaced by the Contractor become the property of the Contractor.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids \$15,000.00 and under. For bids over \$15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner's Release & Warranty)
- Warranty Paper provided to the Homeowner
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor's Final Affidavit
- Original Invoice from Contractor
- Surety's Consent to Final Payment, if applicable

LEAD BASED PAINT (LBP)/RRP REQUIREMENTS

Abatement of LBP, at or above the LSHR hazardous level, will be performed by a certified Lead Abatement Contractor, with no rehab work to begin until the Abatement Contractor has achieved clearance.

The subject housing unit was built prior to 1978 and is therefore a “targeted property” under the EPA’s RRP rule, as some painted surfaces may be disturbed. Therefore, “Safe work practices” is required along with submittal by the RRP Contractor of “Renovation Record-Keeping Checklist” form.

COMPLETION DATE

There is a SIXTY (60) day time limit on each rehabilitation job. For every day worked in excess of the SIXTY day contract period, a FIFTY DOLLAR (\$50.00) per day penalty will be assessed.

A Notice to Proceed will be issued once the homeowner has vacated the property and will take into account LBP remediation to be performed by a certified Lead Abatement Contractor if applicable to the property.

**ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS**

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

- *Current W9 (less than one year old).
- *County Vendor Information sheet (less than one year old).
- *Worker's Compensation as required by State Law **OR** exemption form.
- *Commercial General Liability (\$1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
- *Automobile Liability (\$1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at \$25,000 or higher, 100% Performance and Payment Bonds will be required.** Performance and Payment Bond format will be provided.

Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

*Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[<http://www.myescambia.com/business/purchasing-policies-and-procedures>]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:

- *Contractor may not be federally debarred from participating in programs as per www.sam.gov
- *State registered or State Certified Contractor License
- *Escambia County Competency Board License
- *Escambia County Business/Occupational License
- *EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

CDBG Rehabilitation Program
Benjamin & Jeanette Johnson
810 Lakewood Road
Pensacola, FL 32507
PAGE 1

GENERAL:

The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed. Therefore the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form.

Federal funds (Escambia County CDBG) are being used to renovate this property. Contracts will only be awarded to an EPA Certified Renovation firm with a Certified Renovator since the property was constructed prior to 1978. A copy of the firm’s certification must be submitted prior to entering contract with said contractor.

The Homeowner will have the following sample choices, **where applicable:**

Shingles Color -1 choice
Soffit and Fascia Color-1 choice
Siding Color-1 Choice
Cabinet Color and Style-1 choice
Vinyl Floor Color and Style-1 choice

PLUMBING:

Install walk in shower in hall bath with surround model Aquatic AX160304PSTR-WH or equivalent.

Install 3 1-1/4” grab bars in hall bath as per ADA recommendations.

Install 1 1-1/4” grab bar at toilet in back bath.

Install 2 new Delta vanity sink faucets with pop up drains model 520-SSMPU-DST or equivalent.

Install 1 new Delta shower faucet with valve model T13220-SS or equivalent.

Install 2 new comfort height American Standard 1.28-GPF toilet model Champion 4 in white or Delta 1.28-GPF toilet model Riosa in white or equivalent with a new seats.

Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.

Install a new double bowl stainless steel sink with minimum 7” deep bowls

Install new all metal Stainless steel sink baskets with strainers.

Install all new ¼ turn brass valves on fixtures as required per Escambia County Code.

Install all new drain assemblies from fixtures to waste.

Install new braided supply lines to toilets, vanities and kitchen sink.

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PAGE 2

ELECTRICAL:

Install new hardwired smoke detectors with battery back-up as required per Escambia County Code.

Replace/install GFI's as required by Escambia County Code.

Rework exterior wiring as required to make it Escambia County code compliant.

Replace receptacle at freezer in kitchen/dining area.

Install filler plates in panel box as required by Escambia County Code.

Lighting Schedule:

Front entry, 2 wall mounted lights, Progress Lighting Westport model P6013-3130K9 or equivalent at existing locations.

Bedrooms (3), Hampton Bay Glendale ceiling fan model AM212 or equivalent.

Kitchen, Lithonia Lighting model FMFL30840SAT or equivalent.

Above kitchen sink, Commercial Electric model 54663141 or equivalent.

Dining, Hampton Bay model FZP8012 or equivalent.

Bathrooms, Volume Lighting model V1124-79 or equivalent.

Hallway, Hampton Bay model FZP8012 or equivalent.

All replaced fixtures shall be LED or have led light bulbs installed.

Blocking for ceiling fans will be required.

Install a new doorbell with a new button at front door.

MECHANICAL:

Install new heat pump system with air handler with ductwork, new registers and returns.

Return air grill is to be removable filter type with filter installed.

Heater closet and new unit are to meet current Escambia County Code.

All units installed during rehabilitation must meet state energy efficiency rating guidelines.

Install a new digital thermostat control.

All interior doors of heated rooms must have ½" clearance from top of finished floor covering to bottom of door for return air.

Mechanical Contractor to provide NED with a Manual J to support unit size installed.

Install new Broan 40000 series vented range hood or equivalent with duct chase and vented to atmosphere as per Escambia County Code. Color to match existing appliances.

Install new exhaust fan rated at a minimum of 70 CFM and Energy Star Qualified in Hall bathroom vented to the atmosphere as per Escambia County code.

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CABINETRY:

Remove upper and lower cabinets in kitchen and dispose.
Install approximately 23 linear feet of upper and lower cabinets with at least 1 drawer stack.
Install approximately 14 linear feet of new standard grade post formed countertop with an incorporated back splash and caps and or end splashes in kitchen with homeowner selecting color.
Note that the upper cabinets are 44" and are to be replaced with standard size.
Replace 24" vanities and tops in both bathrooms with integrated sink.
Cabinetry will be of like, kind and quality as example below.
Cabinetry will be stained and finished with the homeowner selecting the color.
Install knobs and pulls on new cabinets with the homeowner selecting the style.
Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.
Back is to be of 3/16" plywood with ½" hanger rails. Toe kick is ½" plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.

DINING ROOM/KITCHEN 18'X11'6"X8':

Prep floor and install new vinyl floor allowing \$30.00 per square yard for labor and material.
Install new shoe moulding or 1/4 round.

HALL BATHROOM 5'x7'x8:

Remove existing tub and surround, prep for grab bars and new walk-in shower.
Install new shower rod, toilet paper holder and towel bar.
Install new 3-1/4" wood base and shoe moulding or 1/4 round.
Repair ceramic floor at new shower area as required.

BACK BATHROOM 5'x4'x8:

Install new entry door unit matching existing as close as possible with new hardware.
Remove existing lighted medicine cabinet and prep for new light.
Install style Selections medicine cabinet model #12024-1 or equivalent.
Install new toilet paper holder and towel bar.
Prep floor and install new vinyl floor allowing \$30.00 per square yard for labor and material.
Install new 3-1/4" wood base and shoe moulding or 1/4 round.
Install new shoe moulding or 1/4 round.

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Benjamin & Jeanette Johnson
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Pensacola, FL 32507
PAGE 4

INTERIOR WALLS AND CEILINGS:

Repair all walls and ceilings that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

FRONT ELEVATION:

Remove and replace sheathing as required at front door and windows and prep to receive vinyl siding.

Install new vinyl siding and fan fold insulation over house wrap with associated trim.

Replace front entry door unit with hurricane rated metal clad insulated 6 panel colonial door unit with no rot jambs, threshold, weather stripping and trim.

Install new dead bolt and lock sets that is keyed alike on new exterior door units.

Paint exterior of new door unit and any new exterior trim work.

Install new house numbers.

REAR ELEVATION:

Replace rear entry door unit with hurricane rated metal clad insulated 6 panel colonial door unit with no rot jambs, threshold, weather stripping and trim.

Install new dead bolt and lock sets that is keyed alike on new exterior door units.

Paint exterior of new door unit and any new exterior trim work.

ROOF REPLACEMENT 54'x16'x2:

Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 900 sq. ft.).

Refasten and certify decking attachment as per Escambia County Building Code.

Install secondary water barrier as per Escambia County Building Code.

Replace existing drip edge with new metal drip edge.

Install 30 year shingle roof on main roof as per manufacturer's specifications.

Install new slant-back vents.

Replace all boots with new lead or EPDM and metal boots. Install new split boot on electrical mast.

Install approximately 20 linear foot of new shingle over ridge vent.

Trim any trees over hanging roof to clear roof by approximately 10', removing tree trimmings debris from premises.

CDBG Rehabilitation Program
Benjamin & Jeanette Johnson
810 Lakewood Road
Pensacola, FL 32507
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ASSOCIATED LBP REPAIRS:

EXTERIOR:

Prep cornice system to receive new metal fascia and frieze, and vinyl soffit.

Install new metal fascia, frieze and vented vinyl soffit with associated trim on house.

Detach and reinstall all data cables as required to perform the above described work.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____,
(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligees in the sum of

Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Obligees for Contract No. _____, _____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligees any and all losses, damages, costs and attorneys' fees that Obligees sustain because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligor.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____

(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees,
jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of
improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

Witness

Witness

Witnesses

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

SURETY: _____
(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

(Signature)

Name: _____

(Legibly Printed)

Notary Public, State of _____

Serial No., If Any: _____



Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

Exhibit C

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____

The following changes to the above contract are hereby made based upon the following justification:

Change order scope of work (or attach specifications as necessary):

SUMMARY

Original Contract Amount: _____	Original Start Date (NTP): _____
Previous Additions (Change Order No. _____) _____	Original Contract Period: _____
Previous Deletions (Change Order No. _____) _____	Previous Completion Date: _____
Current Contract Amount: _____	This Change Order () Increase () Decrease _____
+ Change Order Amount: _____	New Contract Period _____
New Contract Amount: _____	New Completion Date _____
Cumulative Percent () Increase () Decrease _____	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or \$50,000, whichever is greater.

HOMEOWNER(S):

Homeowner Signature

Print Name Date

Homeowner Signature

Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

Rehabilitation Specialist or Program Director

Print Name Date

Division Manager

Print Name Date

CONTRACTOR:

Signature

Print Name Date

Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at **[ADDRESS]**, certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to _____ for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending _____. The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

HOMEOWNER

CONTRACTOR

ESCAMBIA COUNTY REPRESENTATIVE



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18416

County Administrator's Report 8. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Change Order Number 2 to Purchase Order 200481 to Knowles On Site Repair Inc.

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2 to Knowles On Site Repair, Inc., for the Public Safety Department's Fire Department - Jason Rogers, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute Change Order #2 to Knowles On Site Repair, Inc., adding funds for the repair and maintenance needs of the Fire fleet vehicles as requested by Public Works, Road Department:

Department:	Public Safety
Division:	Fire Department
Type:	Addition
Amount:	\$10,000
Vendor:	Knowles On Site Repair Inc
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200481
Change Order #:	2
Original Award Amount:	\$100,000
Change Order #1, BCC Approved 4/2/20:	\$50,000
Change Order #2	\$10,000
Total:	\$160,000

Due to unexpected repairs, additional funds in the amount of \$10,000 are needed.

[Funding Source: Fund 143, Fire Rescue, Cost Center 330206, Fire Services]

BACKGROUND:

Upon review of the Purchase Order, it has been determined that an additional \$10,000 is needed for the repair and maintenance needs of Fire. Jamey Higdon, Road Operations Division Manager, request the additional funds to support repairs for the remainder of the fiscal year. In order to continue the level of services needed by the Escambia County residents, the additional funds are required. The current Purchase Order funds have been exhausted.

BUDGETARY IMPACT:

Department:	Public Safety
Division:	Fire Department
Type:	Addition
Amount:	\$10,000
Vendor:	Knowles On Site Repair Inc
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200481
Change Order #:	2
Original Award Amount:	\$100,000
Change Order #1, BCC Approved 4/2/20:	\$50,000
Change Order #2	\$10,000
Total:	\$160,000

Funds are available in Fund 143, Fire Rescue, Cost Center 330206, Fire Services.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO 200481

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 200481-1**CHANGE DATE: 04/21/20**

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[PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

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[423016 FAX: 850-466-5726
 KNOWLES ON SITE REPAIR INC
 7481 N PALAFOX STREET
 PENSACOLA FL 32503]

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P
[FIRE SERVICES
 6575 NORTH "W" STREET
 PENSACOLA FL 32505]
 T
O
[ATTN: JP NORRIS 475-5557]

ORDER DATE: 10/17/19		BUYER: PURCHASING MANAGER		REQ. NO.: 20000316	REQ. DATE: 10/07/19
TERMS: NET 30 DAYS		F.O.B.: PRE-PAY & ADD		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
<p>This Change Order will add additional funds to help with the repair and maintenance expenses of Fire Rescue Fleet apparatus and staff vehicles. The original BCC approval was for \$100,000 however we only opened the PO in the amount of 100,000 to start the FY. These additional funds are pertinent the Fire Rescue operations.</p> <p>Original PO- \$100,000 Change Order#1- 50,000 New PO total- \$150,000</p>					
01	.00		LOT VEHICLE MAINTENANCE AND REPAIR. PERIOD 10/1/19 THROUGH 9/30/2020. AS APPROVED BY THE BCC ON 10/3/19	50000.0000	50,000.00
				PAGE TOTAL \$	50,000.00
				TOTAL \$	50,000.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	330206	54601	50,000.00		

APPROVED BY


GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**— By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
 2. **Inspection**— All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
 3. **Delivery, Risk of Loss**— All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
 4. **Delivery of Excess Quantities**— If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to \$100 in value without compensating the interests herein. Excess quantities exceeding \$100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
 5. **Time is of the Essence**— Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
 6. **Delivery Tickets**— All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
 7. **Material Safety Data Sheet**— At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
 8. **Changes**— The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
 9. **Invoicing and Payment**— After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
 10. **Taxes**— The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
 11. **Government Regulations**— Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
 12. **Compliance with Laws**— In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
 13. **Warranties**— In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
 14. **Warranty of Non-Infringement**— Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
 15. **Work on County Premises**— If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
 16. **Liens**— All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
 17. **Indemnification**— Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
 18. **Insurance**— Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
 19. **Contingent Fees**— The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
 20. **Gratuities**— (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
 21. **Termination for Default**— The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
 22. **Termination for Convenience**— The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
 23. **Force Majeure**— Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
 24. **Assignment**— Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
 25. **Extent of Obligation**— The County is obligated hereunder only to the extent of authorized orders placed against this PO.
 26. **Governing Law**— This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
 27. **Annual Appropriations**— The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
 28. **Advertising**— Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
 29. **Public Records**— The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
- Escambia County**
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.



**CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER/CONTRACT**

Vendor Code: _____ Vendor Name: Knowles on Site Repair
Change Order Request No. 1 P.O. No. 200481 Contract No. _____
Date: 04/21/20 Contract Name: _____
Department: Public Safety

This Change Order # 1 Per _____ (____) Page Attachment(s) is in accordance to and within the Scope of the Award and Provides For:

This Change Order will add additional funds to help with the repair & maintenance expenses of Fire Rescue Fleet apparatus and staff vehicles. The original BCC approval was for \$100,000 however we only opened the PO in the amount of \$100,000 to start the FY. These additional funds are pertinent the Fire Rescue operations.

Original PO- \$100,000
Change Order #1- \$ 50,000
New PO Total- \$150,000

Previous Purchase Order Total Dollars:	\$100,000.00
Net Dollars For This Change Addition:	\$50,000.00
New Purchase Order Total Dollars:	\$150,000.00
Previous Contract Total dollars:	
Net Dollars for This Change Addition:	
New Contract Total Dollars:	\$0.00

COST CENTER:	OBJECT CODE:	+ / - CHANGES	TOTAL(S)
330206	54601	\$50,000.00	\$150,000.00

☒ Check if applicable / Date of BCC action 10/03/19 (ATTACH RESUME)

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval [Signature] Date: 4/21/20
Office of Purchasing Review: Agent _____ Date _____ Purchasing Manager [Signature] Date: 4/23/20
County Administrator's Approval [Signature] Date: 4-24-20

DRAFT MINUTES – APRIL 2, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued...

[Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance, \$12,963.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge, \$3,789.50; Fund 118, and Fund 353, LOST IV, Cost Center 350221, Parks Projects, \$40,588.50]

Motion: Move the items
For Information: The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

- 10. Recommendation:** That the Board approve and authorize the County Administrator to execute and ratify Change Order #1 to Knowles On Site Repair, Inc., adding funds for the repair and maintenance of the Fire Department fleet vehicles:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	\$50,000
Vendor:	Knowles On Site Repair, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200481
Change Order #:	1
Original Award Amount:	\$100,000 (BCC Approved 10/3/19)
Change Order #1 as requested:	\$50,000
Total:	\$150,000

Due to the aging fleet and the increased call volume, repair cost is increasing. The repair of the engine and ladder trucks are essential to the operational needs of the Fire Department.

(Continued on Page 18)

PURCHASE ORDER NO. 200481

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

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423016 FAX: 850-466-5726
 KNOWLES ON SITE REPAIR INC
 7481 N PALAFOX STREET
 PENSACOLA FL 32503

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FIRE SERVICES
 6575 NORTH "W" STREET
 PENSACOLA FL 32505
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ATTN: JP NORRIS 475-5557

ORDER DATE: 10/17/19		BUYER: BUZZ ROGGENBUCK		REQ. NO.: 20000316	REQ. DATE: 10/11/19
TERMS: NET 30 DAYS		F.O.B.: PRE-PAY & ADD		DESC.:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	Blanket Purchase Order for auto repair exclusively for the use of Escambia County Fire Rescue in its daily operations. The County shall be charged according to the applicable contract price schedule or a preferred status with the lowest prices usually extended to most favored customers. VEHICLE MAINTENANCE AND REPAIR. PERIOD 10/1/19 THROUGH 9/30/2020. AS APPROVED BY THE BCC ON 10/3/19	100000.0000	100,000.00
				PAGE TOTAL \$	100,000.00
				TOTAL \$	100,000.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	330206	54601	100,000.00		

APPROVED BY

Original Purchase Order

Janice P. Dille
 10-22-19 *JP*

DRAFT MINUTES – OCTOBER 3, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

Q.	Knowles On Site Repair, Inc. Vendor Number: 423016 Apparatus Repair Fund: 145 (Fire) Cost Center: 330206	\$100,000	Blanket Purchase Order Preferred Vendor
R.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	\$250,000	PD 18-19.003 (expires 6/2020) Blanket Purchase Order
S.	Ten-8 Fire Equipment Inc Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	\$90,000	PD 18-19.003 (expires 6/2020) Blanket Purchase Order
T.	AT&T Vendor Number: 010542 911 Communications Fund: 145 (E-911) Cost Center: 330404	\$192,000	Annual Support Service for Original Equipment

Motion: Move the Budget/Finance Consent Agenda in its entirety
Made by: Commissioner Underhill
Seconded by: Commissioner Barry
Disposition: Carried unanimously

DRAFT MINUTES – OCTOBER 3, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

E.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	Florida Sheriff's Association Cooperative Purchasing Program FSA19-TRS21.0 (expires 02/28/2022)
F.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 408 (EMS) Cost Center: 330302	\$60,000	Florida Sheriff's Association Cooperative Purchasing Program FSA19-TRS21.0 (expires 02/28/2022)
G.	Cellco/Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801,330302	\$75,000	GS-35F-0119P (expires 12/2/2023)
H.	Cellco/Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection) Cost Center: 330206	\$50,268	GS-35F-0119P (expires 12/2/2023)
I.	Galls, Inc. Vendor: 070290 Uniforms Fund: 001 (General) 408 (EMS) Cost Centers: 330402, 330403, 330302	\$135,000	PD 16-17.093 (expires 12/2020)
J.	Galls, Inc. Vendor: 070290 Uniforms Fund: 143 (Fire) Cost Center: 330206	\$80,000	PD 16-17.093 (expires 12/2020)

(Continued on Page 36)

DRAFT MINUTES – OCTOBER 3, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

K.	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	\$550,000	Original Equipment Approved Vendor Blanket Purchase Order
L.	Ward International Trucks, LLC Vendor Number: 230580 Apparatus Repair Fund: 143 (Fire Services) Cost Center: 330206	\$50,000	Original Equipment Approved Vendor Blanket Purchase Order
M.	G & S Holdings, LLC Vendor Number: 050992 Apparatus Repair Fund: 143 (Fire Services) Cost Center: 330206	\$125,000	Blanket Purchase Order Preferred Vendor
N.	Teleflex Vendor Number: 425904 Medical Supplies Fund: 408 (EMS) Cost Center: 330302	\$100,000	Blanket Purchase Order Preferred Vendor
O.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	\$61,754	Original Equipment Manufacturer Maintenance Renewal
P.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Medical Supplies Fund: 408 EMS Cost Center: 330302	\$90,000	Florida Contract: 42000000-18-ACS (expires 2/23/20) MMCAP- Contract MMS18000 Blanket Purchase Order

(Continued on Page 37)

DRAFT MINUTES – OCTOBER 3, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

Q.	Knowles On Site Repair, Inc. Vendor Number: 423016 Apparatus Repair Fund: 145 (Fire) Cost Center: 330206	\$100,000	Blanket Purchase Order Preferred Vendor
R.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	\$250,000	PD 18-19.003 (expires 6/2020) Blanket Purchase Order
S.	Ten-8 Fire Equipment Inc Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	\$90,000	PD 18-19.003 (expires 6/2020) Blanket Purchase Order
T.	AT&T Vendor Number: 010542 911 Communications Fund: 145 (E-911) Cost Center: 330404	\$192,000	Annual Support Service for Original Equipment

Motion: Move the Budget/Finance Consent Agenda in its entirety
Made by: Commissioner Underhill
Seconded by: Commissioner Barry
Disposition: Carried unanimously



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18404

County Administrator's Report 8. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: 10-Year Agreement with Motorola Solutions, Inc. for the County's P25 Digital UHF Radio and Microwave Systems

From: Jason Rogers, Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a 10-year Agreement for Radio System Upgrade, Maintenance, and Extended Microwave Warranty with Motorola Solutions, Inc., for the County's P25 Digital UHF Radio & Microwave Systems - Jason Rogers, Public Safety Department Director

That the Board take the following action concerning the 10-year Agreement for Radio System Upgrade, Maintenance, and Extended Microwave Warranty with Motorola Solutions, Inc. (Agreement):

A. Approve and authorize the County Administrator to sign the 10-Year Agreement and any subsequent related documents without further action by the Board; and

B. Authorize the issuance of an annual Purchase Order in the amounts listed in the Cost Subtotal line of the table below.

Cost	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Maintenance	380,050	430,831	439,448	448,234	457,190	466,315	475,650	485,154	494,869	504,754
SUA	530,073	376,532	384,868	393,454	402,297	411,406	420,789	430,452	440,406	450,658
Microwave	0	90,000	0	10,820	72,454	75,839	76,762	63,798	70,289	71,624
Cost Subtotal	910,123	897,363	824,316	852,508	931,941	953,560	973,201	979,404	1,005,564	1,027,036
Revenue										
Santa Rosa (31%)	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717	118,717
City of Pensacola (14%)	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614	53,614
UWF (6%)	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978	22,978
Revenue Subtotal	195,309	195,309	195,309	195,309	195,309	195,309	195,309	195,309	195,309	195,309
Escambia County Annual Net Cost	714,814	702,054	629,007	657,199	736,632	758,251	777,892	784,095	810,255	831,727

[Funding Source: Fund 353, LOST IV, Cost Center 330434, \$4,240,935 and Fund 001, General Fund, Cost Center 330403, \$5,114,081]

BACKGROUND:

System Upgrade Agreement, Maintenance, & Microwave

Escambia County's radio system is an IP based system in need of software and hardware upgrades. The system was purchased from Motorola Solutions, Inc. (Motorola), in 2011 and last updated in 2015. The hardware is nearing the end of its lifecycle and the software is nearing the end of the time in which Motorola will support it. Motorola offers mainstream software support for four years after the release of a software version. After four years, extended support is offered for two years as an interim solution before software transition. Escambia County entered extended support in Fiscal Year 2019/2020. During extended support, maintenance cost increased 16% (maintenance cost for Fiscal Year 2020 is \$429,552 and estimated at \$528,629 for Fiscal Year 2021) and original equipment manufacturer third-party software within the system has become unsupported which could cause potential security issues. This proposal upgrades the software and provides mainstream support for the life of the Agreement saving in overall maintenance cost.

Motorola is offering cost savings with a 10-year Agreement that bundles system upgrades, maintenance, and extended microwave system warranty. The Agreement provides planned lifecycle upgrades over a 10-year term thus extending the life of the radio system until 2029. The Agreement provides both an initial upgrade of software and hardware along with ongoing upgrades over the term. This Agreement extends the full warranty coverage for the microwave system, which currently expires in 2022, through the end of the term of the SUA, 2029. The Agreement covers the period of 2020 to 2029 and the extended Microwave Maintenance Warranty covers the period of 2023 to 2029, with payments over the 10-year period as depicted in the table below.

Costs

As the table below depicts, with the discounts applied for a 10-year Agreement versus annual Agreements and single instance upgrades, Escambia County will realize a cost savings of \$3,970,066.

Bundled Cost Savings	List	10 Year Pricing	10 Year Savings
10 Year Maintenance	\$6,769,344	\$4,582,495	\$2,186,849
10 Year SUA	\$5,813,420	\$4,240,935	\$1,572,485
Microwave Warranty	\$652,318	\$441,586	\$210,732
Totals	\$13,235,082	\$9,265,016	\$3,970,066

Core Cost Sharing

The radio system core supports four entities: Escambia County, Santa Rosa County, City of Pensacola, and University of West Florida. These entities currently cost share the radio core maintenance. While operating on a shared core, all parties must upgrade their systems simultaneously. Each agency is seeking system upgrade agreements with Motorola to upgrade their systems in concert with Escambia County. Upon approval of this recommendation, cost sharing will extend to the County's Agreement (radio core portion of both the SUA and the maintenance) with subscriber percentages used to determine each tenant agencies total cost share. These Interlocal Agreements will be submitted under separate recommendations.

In addition to the cost sharing (revenue to the County) listed above, each entity must execute a separate SUA with Motorola for its own equipment; totals are shown in the table below.

Entity	SUA Cost
Santa Rosa	\$3,688,774
Pensacola	\$2,952,573
UWF	\$250,000

WSRE Tower Site Move

Pensacola State College (PSC) owns, maintains, and leases space on the radio tower located at 1403 West Fairfield Drive, which was used by WSRE for broadcasting. The land was leased from Escambia County in 1998 for a 40-year period. WSRE is moving its transmission to fiber and is seeking to either relinquish ownership of the tower or dismantle it. Per the Lease Agreement, PSC must remove the tower and return the premise to its original condition should Escambia County not take ownership of the tower. The tower has structural deficiencies which are costly to repair, and Escambia County's radio equipment shelter at the base of the tower has flooded several times; therefore, Escambia County is not interested in ownership and must move our equipment off the tower. A prior estimate to move Escambia County's equipment as a stand alone project was \$127,700. Motorola has agreed to move Escambia County's equipment for \$90,000, as part of this proposed Agreement for a cost savings to the County of \$37,700. PSC will maintain responsibility for the tower.

<u>WSRE Tower Site Move</u>	<u>Pricing</u>
Stand Alone Project	\$127,700
Project Discount	(\$37,700)
Total	\$90,000

BUDGETARY IMPACT:

<u>Escambia County</u>	<u>Pricing</u>
10 Year Maintenance Cost	4,582,495
10 Year SUA Cost	4,240,935
Microwave Warranty	441,586
WSRE to Englewood Move	90,000
TOTAL COST	9,335,016

Funding:

Fund 353, LOST IV, Cost Center 330434, \$4,240,935

Fund 001, General Fund, Cost Center 330403, \$5,114,081

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policies require Agreements and Purchase Orders in excess of \$25,000 be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution of the Agreement, the Public Safety Department will issue a purchase requisition for processing by the Office of Purchasing. The Escambia County Communications Division Manager will be responsible to monitor and implement the provisions of the Agreement.

AttachmentsSUA & Maintenance Contract Recommendation and PricingMaintenance Support and SUAII Purchase Agreement

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

LONG TERM SUA & MAINTENANCE CONTRACT RECOMMENDATION AND PRICING

JULY 7, 2020

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

ADVANCED PLUS SERVICES

1.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Escambia County's network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to Escambia County. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Network Updates.

These services will be delivered to Escambia County through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

1.2 ADVANCED PLUS SERVICES DESCRIPTIONS

1.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Escambia County system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Escambia County Police Department, third-party subcontractors and manufacturers, and Motorola Solutions. When Escambia County personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer



Relationship Management (CRM) system. The Service Desk is responsible for documenting Escambia County inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to Escambia County will also provide **Network Event Monitoring** to Escambia County network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor Escambia County system, often identifying and resolving anomalous events before they might affect user communications.

1.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

On-Site Support provides local, trained and qualified technicians who will arrive at Escambia County location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Escambia County location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

1.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the Escambia County Police Department. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair

Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If Escambia County prefers to maintain their existing FRU inventory, Escambia County will be able to request a "loaner" FRU while their unit is being repaired.

1.2.4 Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Escambia County with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on Escambia County's system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Escambia County's network. Once an update is fully tested and ready for deployment, Motorola Solutions will remotely install it onto Escambia County's system, and notify Escambia County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

1.2.5 Network Updates

With our proposed **Network Updates Service**, Motorola Solutions commits to sustain Escambia County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Escambia County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Escambia County to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on Escambia County's personnel.

Additional details on Network Updates are included in Section 2.

1.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

1.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.



1.3.2 On-Site Service through a Field Service Team

On-site maintenance and repair of Escambia County system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide Escambia County with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Escambia County service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Escambia County that the system is restored to normal operation and request approval to close the case.

1.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Escambia County network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Escambia County system. All components being repaired are tracked throughout the process, from shipment by Escambia County to return through a case management system where users can view the repair status of the equipment via a web portal.

1.3.4 Direct Access to System Information through MyView Portal

Supplementing Motorola Solutions' proposed services plan for Escambia County is access to MyView Portal, the Motorola Solutions' online system information tool (see the figure titled "MyView Portal"). MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Escambia County administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.





Figure 1-1: MyView Portal offers real-time, role-based access to critical system and services information.

SECTION 2

SUA II STATEMENT OF WORK

2.1 SYSTEM UPGRADE AGREEMENT II (SUA II) SOW

2.1.1 Description of Service and Obligations

- 2.1.1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 2.1.1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 2.1.1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 2.1.1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 2.1.1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 2.1.1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 2.1.1.6.1 Servers
 - 2.1.1.6.2 Workstations
 - 2.1.1.6.3 Firewalls
 - 2.1.1.6.4 Routers
 - 2.1.1.6.5 LAN switches
 - 2.1.1.6.6 MCC 7XXX Dispatch Consoles
 - 2.1.1.6.7 CommandCentral AXS Dispatch Consoles
 - 2.1.1.6.8 GTR8000 Base Stations
 - 2.1.1.6.9 GCP8000 Site Controllers
 - 2.1.1.6.10 GCM8000 Comparators
 - 2.1.1.6.11 Motorola Solutions Logging Interface Equipment
 - 2.1.1.6.12 PBX switches for Telephone Interconnect



2.1.1.6.13NICE Logging Solution

2.1.1.7 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

2.1.1.8 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

2.1.1.9 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:

- 2.1.1.9.1 Servers
- 2.1.1.9.2 Workstations
- 2.1.1.9.3 Routers
- 2.1.1.9.4 LAN Switches

2.1.1.10 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- 2.1.1.10.1GTR 8000 Base Stations
- 2.1.1.10.2GCP 8000 Site Controllers
- 2.1.1.10.3GCM 8000 Comparators
- 2.1.1.10.4MCC 7XXX Dispatch Consoles

2.1.1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

2.1.1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

2.1.1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

- 2.1.1.13.1Review infrastructure system audit data as needed.
- 2.1.1.13.2Identify additional system equipment needed to implement a system release, if



applicable.

2.1.1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.1.13.5 Program management support required to perform the certified system upgrade.

2.1.1.13.6 Field installation labor required to perform the certified system upgrade.

2.1.1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

2.1.1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

2.1.1.16 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.1.2 Upgrade Elements and Corresponding Party Responsibilities

2.1.2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.2.1.1 Motorola Responsibilities

2.1.2.1.1.1 Obtain and review infrastructure system audit data as needed.

2.1.2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

2.1.2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.

2.1.2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.2.1.1.6 Inform Customer of high speed internet connection requirements.

2.1.2.1.1.7 Assign program management support required to perform the certified system upgrade.

2.1.2.1.1.8 Assign field installation labor required to perform the certified system upgrade.



2.1.2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2.1.2 Customer Responsibilities

2.1.2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

2.1.2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix B. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.1.2.4 Assist in site walks of the system during the system audit when necessary.

2.1.2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.1.2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.1.2.2.1 Motorola Responsibilities

2.1.2.2.1.1 Perform appropriate system backups.

2.1.2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.1.2.2.1.3 Work with the Customer to validate that all available security patches and



antivirus updates have been updated on the customer's system.

2.1.2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.1.2.2.2 Customer Responsibilities

2.1.2.2.2.1 Validate system maintenance is current.

2.1.2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.1.2.3 System Upgrade

2.1.2.3.1 Motorola Responsibilities

2.1.2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.1.2.3.2 Customer Responsibilities

2.1.2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.1.2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.1.2.4 Upgrade Completion

2.1.2.4.1 Motorola Responsibilities

2.1.2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.1.2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.1.2.4.1.3 Obtain upgrade completion sign off from the customer.

2.1.2.4.2 Customer Responsibilities

2.1.2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.1.2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.1.2.4.2.3 Provide Motorola with upgrade completion sign off.



2.1.3 Exclusions and Limitations

2.1.3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

2.1.3.1.1 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software (“PSA”)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment.

2.1.3.2 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

2.1.3.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

2.1.3.4 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.

2.1.3.5 ASTRO 25 SUA II does not cover the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.2.1.1.2.

2.1.3.6 Motorola will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

2.1.3.7 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

2.1.4 Special Provisions

2.1.4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a



Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

- 2.1.4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 2.1.4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 2.1.4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 2.1.4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 2.1.4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



2.1.5 Appendix A - ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.



2.1.6 Appendix B - High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - o Port availability must meet or exceed 99.9% (three nines)
 - o Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - o Packet loss shall be no greater than 0.3%
 - o Network jitter shall be no greater than 2 ms



2.1.7 Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	
# of Master Sites	1
# of DSR Sites	1 (If DSR option is purchased)
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	1
MOSCAD NFM / SDM Clients	1
Network Management Clients	2
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	1
Intrusion Detection Sensor (IDS)	1
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
Simulcast Prime Sites (including co-located/redundant)	2
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	14
GTR 8000 Base Stations	148
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	2
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	20
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	1
Conventional Channel Gateways (CCGWs)	22
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	1
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0



SECTION 3

STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Escambia County, FL
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff.		



Tasks	Motorola Solutions	Escambia County, FL
SITE DEVELOPMENT - ENGLEWOOD		
Site Engineering		
Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work.	X	
Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Escambia County FL. NOTE: This task does not include structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.	X	
Provide tower climbing and tower mapping services for towers up to collect information about structural members and existing equipment.	X	
Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).	X	
If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.		X
As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.		X
Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.		X
Pay for application fees, taxes and recurring payments for lease/ownership of the property.		X
Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.		X
As applicable (based on local jurisdictional authority), Escambia County will be responsible for any installation or upgrades of the electrical system in order to comply with NFPA 70, Article 708.		X
Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.		X
Provide a right of entry letter from the site owner for Motorola to conduct field investigations.		X

Tasks	Motorola Solutions	Escambia County, FL
Maintain existing access road in order to provide clear and stable entry to the site for service vehicles. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.		X
Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.		X
Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.		X
Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.		X
If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room. Provide backup power (UPS / Generator) for the new equipment, and UPS sub-distribution panel(s) with breakers wired to dedicated outlets above the proposed equipment locations. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.		X
Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth		X
Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.		X
Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.		X
Site Preparation		
Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.	X	

Tasks	Motorola Solutions	Escambia County, FL
Deliverable: Information and permitting requirements completed at each site.		
Miscellaneous Work		
Remove existing antennas and lines from WSRE.	X	
Additional climb for backup monopole, if needed.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to CES Team One.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Perform factory functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		

Tasks	Motorola Solutions	Escambia County, FL
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Antenna and Transmission Line Installation		
Install (7) antenna(s) for the RF system.	X	
Supply and install (7) 6-foot side arm(s) for antenna mounts.	X	
Install up to 860 linear feet of 7/8-inch transmission line.	X	
Install up to 2150 linear feet of 1-1/4-inch transmission line.	X	
Perform sweep tests on transmission lines.	X	
Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.	X	
Supply and install (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.	X	
Deliverable: Antenna and Transmission Line installed.		
General Installation		
Install fixed equipment contained in the equipment list and system description.	X	
<u>Relocate (3) racks of equipment from WSRE to Englewood:</u> Rack 1 = Backhaul (routers & switches) SDM (4) receivers (1) GTR base radio rack mounted UPS OP8s Rack 2 = TRAK unit (2) combiners (5) GTR base radios and (1) receiver Rack 3 = GTR base radio and a RAD megaplex	X	
Reinstall racks at Englewood; interface to network	X	
Interface to antenna combiner network	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		

Tasks	Motorola Solutions	Escambia County, FL
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		

Tasks	Motorola Solutions	Escambia County, FL
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

Tasks	Motorola Solutions	Escambia County, FL
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.
- Site will have adequate electrical service for the new equipment. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- No improvements are required service vehicle access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communication facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.



- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- The existing tower and shelter will not need any modifications
- The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.

Solution Pricing - \$90,000

Pricing Good for (60) Days

Pricing based on the National HGAC Purchasing Contract

See Equipment list on the Following Page



QTY	NOMENCLATURE	DESCRIPTION
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
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1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
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1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS1E00P36UD	138-150 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP,
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)

QTY	NOMENCLATURE	DESCRIPTION
400	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
1	DSISB50LNC2MA	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NM ANT, NF EQUIP
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS1E00P36UD	138-150 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP,
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
400	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
1	DSISB50LNC2MA	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NM ANT, NF EQUIP
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSCT11450P	CT11450P, POWER PREP TOOL FOR 1-1/4" CABLE
1	DSCT07850AIO2	CT07850AIO-2, PREP TOOL FOR 7/8" CABLE, 50 OHM
1	DSCT01250AIO2	CT01250AIO-2, PREP TOOL FOR 1/2" CABLE , 50 OHM
4	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1-1/4" & 1-5/8" AIRCELL COAX
4	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX
4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
4	DSSHU114	SH-U114, UNIVERSAL SNAP-IN HANGER FOR 1-1/4" AIRCELL COAX, PKG OF 10
4	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10
4	DSSHU12	SH-U12, UNIVERSAL SNAP-IN HANGER FOR 1/2" AIRCELL COAX, PKG OF 10
10	DSCSU12158	COLD SHRINK WEATHERPROOFING 1/2" TO 1-5/8" AIRCELL COAX
1	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1-1/4" AIRCELL COAX
1	DSHG78	HG-78, LACE-UP HOISTING GRIP FOR 7/8" AIRCELL COAX

QTY	NOMENCLATURE	DESCRIPTION
1	DSHG12	HG-12, LACE-UP HOISTING GRIP FOR 1/2" AIRCELL COAX
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
2	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)



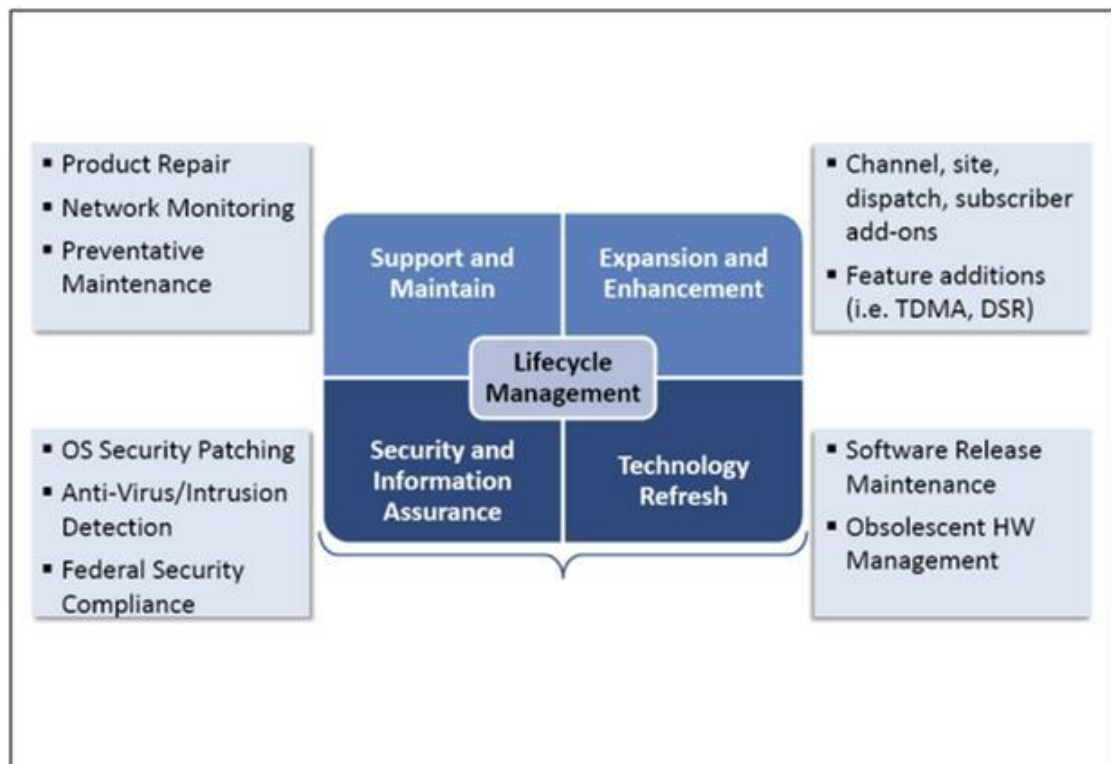
SECTION 4

LIFECYCLE MANAGEMENT THROUGH NETWORK UPDATES

4.1 OVERVIEW

Lifecycle management of Escambia County Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up- to-date. Throughout the lifecycle of Escambia County LMR network, maintenance and sustainment activities will be required (Refer to the diagram below.).

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services Escambia County LMR network will be able to support your communications requirements well into the future.



The ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services to Escambia County. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola Solutions and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well-developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

4.2 NETWORK UPDATES SERVICE DETAILS

Network Updates is a complete package of hardware, software, and professional services required to update Escambia County ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. Network Updates provide a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola Solutions.

Included features

Features Descriptions	Network Updates
Incremental Software Enhancements (Bug Fixes)	✓

Features Descriptions	Network Updates
Software Release Updates	✓
Hardware Refresh	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Professional implementation services to upgrade your live system	✓

As system releases become available, Motorola Solutions will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola Solutions' field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola Solutions certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola Solutions' personnel at Escambia County site to execute upgrade.



SECTION 5

ADVANCED PLUS SERVICES STATEMENT OF WORK

5.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

5.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

5.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.



The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

5.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

5.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and



diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

5.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement

unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

5.1.6 Security Management Operations

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

Appendix D contains the SOW for Remote Security Patch Installation.

5.1.7 Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete package of hardware, software and implementation services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub-systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest



available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates

5.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance. MyView Portal also allows downloading of the checklists and uploading of the completed forms.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on completed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

5.1.9 SP - Microwave Services

1.0 Description of Services

Field Response Service provides for on-site technician Response as determined by pre-defined severity levels set forth in Table B and Response times set forth in Table A in order to Restore the System. The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Services or other applicable Agreement, the provisions of this SOW shall prevail.

2.0 Motorola has the following responsibilities

2.1 Motorola is providing Field Response Service, and will respond in accordance with this Statement of Work and Tables A and B.



- 2.2 Perform diagnostics on the Component/Field Replaceable Unit (FRU)/assembly
- 2.3 Restore the System by replacing defective Component/FRU/assembly:
 - 2.3.1 FRU and assembly will be provided by Customer
- 2.4 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.
- 3.0 Customer has the following responsibilities
 - 3.1 Establish and maintain a suitable environment for the Equipment and provide Motorola full, free, and safe access to the Equipment so that Motorola may provide Maintenance services.
 - 3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System.
 - 3.3 Maintain and store any and all Software needed to Restore the System.
 - 3.4 Cooperate with Motorola and perform all tasks that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.

Table A: OnSite Response Times

Severity Level Response Time
Severity 1 Within 2 hours from receipt of notification
Severity 2 Within 4 hours from receipt of notification
Severity 3 Within 24 hours from receipt of notification
Response Times during standard business days

Table B: Severity Definitions

Severity Level Problem Types

Severity 1 Major system failure
33% of System down
33% of Site channels down
Site Environment Alarms (smoke, access, temp, A/C Power)
Response is provided Continuously

Severity 2 Significant System Impairment
Intermittent problems
Response during Standard Business Day

Severity 3 Parts Questions
Upgrades
Intermittent problems
System problems presently being monitored
Response during Standard Business Day.



5.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the [Monitored Elements Table](#). When the SSC detects an event, then, based on the Incident priority, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the [Monitored Elements Table](#).

1.4 Limitations and Exclusions

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).



- 1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.
- 1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:
 - 1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.
 - 1.4.3.2 System installations, upgrades, and expansions.
 - 1.4.3.3 Customer training.
 - 1.4.3.4 Hardware repair and/or exchange.
 - 1.4.3.5 Network security services.
 - 1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).
 - 1.4.3.7 Information Assurance.
 - 1.4.3.8 Any services not expressly included in this statement of work.
- 1.4.4 Reference the event catalogue to confirm monitored equipment.
- 1.5 Motorola has the following responsibilities:
 - 1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The [Connectivity Matrix](#) further describes the connectivity options.
 - 1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the [Motorola Owned & Supplied Equipment Table](#).
 - 1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.
 - 1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.
 - 1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.
 - 1.5.6 Create an Incident, as necessary. Gather information to perform the following:
 - 1.5.6.1 Characterize the issue
 - 1.5.6.2 Determine a plan of action
 - 1.5.6.3 Assign and track the Incident to resolution.



- 1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.
- 1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident

1.6 The Customer has the following responsibilities:

- 1.6.2 Allow Motorola continuous remote access to enable the monitoring service.
- 1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.
- 1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
 - 1.6.4.1 Incident notification preferences and procedure
 - 1.6.4.2 Repair Verification Preference and procedure
 - 1.6.4.3 Database and escalation procedure forms.
 - 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
- 1.6.5 Provide the following information when initiating a service request:
 - 1.6.5.1 Assigned system ID number
 - 1.6.5.2 Problem description and site location
 - 1.6.5.3 Other pertinent information requested by Motorola to open an Incident.
- 1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)
- 1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening an to request service support or enable response to a technical issue.
- 1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is



determined that system faults were caused by the customer making changes to critical system parameters

- 1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.
- 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
 - 1.6.13.1.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.
- 1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Event Definition table- Appendix A](#).



- 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network EventMonitoring.

5.2.1 Engagement Matrix

The event types are based on the defined priority levels as follows:

Incident Priority	Definition	Engagement Times
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down	Response provided 24 hours, 7 days a week, including US Holidays.
High	↯ Consoles: Console positions down (>= 33%) Console Site Link Down ↯ Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down ↯ Conventional Channels: >= 50% of conventional channels (CCGW) down ↯ Devices: Site Router/switch, GPS server down	Response provided 24 hours, 7 days a week, including US Holidays.
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: ↯ Less than 50% of conventional channel down	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	Minor events and warnings in the system ↯ Preventative & Planned Maintenance Activities (Scheduled Work)	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

5.2.2 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	Ethernet	Motorola

Motorola Owned & Supplied Equipment Table.

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table		
Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server
ARCA DACS	DIU	IPDU
Jump Server	Packet Data Gateway	WebGUI
LAN Switch	Moscad Server	Probe
Licensing Service	Net cool Server	Probe Server
Link	Network Address	PTT
Logging Recorder	NX	

Monitored Elements Table		
Logging Replay Station	Object Server	RDM
LTE	OMADM	RFS
MDF	OP	RNG
MGEG	OSP	RTU
Microwave	OSS	Security
MME	ZDS	Short Data Router
SPM	Statistical Server	TRAK
UPS	TENSR	Trap Forwarder
VMS	UEM	UCS



Monitored Elements Table		
VPM	WebGUI	

*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.

5.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents.

Technical Support availability for Medium and Low Priority Incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Response Goals Level Definitions](#) stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution.



Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See [Priority Level Response Goals Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-



221- 7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to [Priority Level Response Time Goals](#) for Medium, Low response times.

- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Priority Level Response Time Goals](#) section of this document and the Incident priority levels defined in the [Priority Level Definitions](#) section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident
- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.
- 1.6. The Customer has the following responsibilities:
 - 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
 - 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
 - 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
 - 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
 - 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
 - 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
 - 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Priority Level Definitions](#)



and in the [Priority Level Response Time Goals](#) section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down
Low	Minor events and warnings in the system Preventative & Planned Maintenance Activities (Scheduled Work)



1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.



5.4 APPENDIX C: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3. All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4. Physically damaged infrastructure.
- 1.4.5. Third party equipment not shipped by Motorola



- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
- 1.5.2 Provide repair return authorization numbers when requested by Customer.
- 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
- 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2. Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
- 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the



original equipment manufacturer or third party vendor for repair service, when applicable.

- 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
- 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
- 1.5.5.6 Properly package repaired infrastructure.
- 1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide customer purchase order number to secure payment for any costs described herein.



- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.



5.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.



Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non- Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to



features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for

the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.



1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. During these times, the system will be in “Site trunking” mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases (“SERs”) and Field Service Bulletins (“FSB’s”) are not part of this service. However, in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB’s and SER’s with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.



Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions–

Weekly Windows OS updates –

Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola's secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.



1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5 Upgrade system to a supported system release as necessary to continue service.

1.6.6 Refrain from making uncertified changes of any type to the system.

1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.

1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does



not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.



5.6 APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola's OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:



- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
 - 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
 - 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
 - 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
 - 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
 - 2.11. Escalate the Incident to the appropriate party upon expiration of a response time.
 - 2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
 - 2.13. Notify customer of Incident status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
 - 2.14. Provide Incident activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
 - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Incident notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
 - 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open an Incident.



- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down



Low	Minor events and warnings in the system ↗ Preventative & Planned Maintenance Activities (Scheduled Work)
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5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as

5.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE LEVEL 1 STATEMENT OF WORK

Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment as purchased to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:



- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of issues that may require attention.
- 1.4.3 Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.
- 1.4.4 Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.5.2 Authorize and acknowledge any scheduled system downtime.
- 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6 Provide site escorts in a timely manner if required.
- 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6 The Servicer has the following responsibilities:

- 1.6.1 Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.
- 1.6.2 Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.
- 1.6.3 Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.



1.6.4 As applicable, use the Method of Procedure (MOPs) as defined for each task.

Table 1 Preventive Maintenance Tasks

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

MASTER SITE CHECKLIST - LEVEL 1	
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.



PRIME SITE CHECKLIST - LEVEL 1	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	



DISPATCH SITE CHECKLIST - LEVEL 1	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.

RF SITE CHECKLIST - LEVEL 1	
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook	Complete Site PM checks - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST - LEVEL 1	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.

FACILITIES CHECKLIST - LEVEL 1	
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1	
GENERAL	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
Full Optimization	Perform full optimization per vendor specifications
RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST - LEVEL 1 (No Climb)	
GENERAL	
Line Sweeps	Perform signature sweep testing procedure and compare to baseline for any changes. Report any problems.
STRUCTURE CONDITION - From ground level only	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.

TOWER CHECKLIST - LEVEL 1 (No Climb)	
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

5.8 APPENDIX G: NETWORK UPDATES STATEMENT OF WORK

This Statement of Work (“SOW”) is subject to the terms and conditions of Motorola’s Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties (“Agreement”). Motorola and Customer may be referred to herein individually as a “Party” or together as “Parties”.

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support. ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola Solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola’s option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management (“NFM”) products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.



1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A “board-level refresh” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.

1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.



1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.

1.3.9. Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola’s Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4 Motorola has the following responsibilities:

1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.

1.4.2. Work with the customer to schedule applicable network updates.

1.4.3. Assign the program management support required to perform network updates as necessary.

1.4.4. Assign field installation resources required to perform network updates as necessary.

1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.

1.4.6. Install network updates.

1.4.7. Deliver Impact and change management training as necessary.

1.4.8. Perform appropriate system backups.

1.4.9. Work with the customer to validate that all system maintenance is current.

1.4.10. Deliver post update implementation training to the customer as needed.

1.4.11. Validate all system update deliverables are complete.

1.4.12. Obtain completion sign off from the customer.



1.5 The Customer has the following responsibilities:

1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.

1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.

1.5.3. Asset in site walks of the system during the system audit when necessary.

1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.

1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.

1.5.6. Provide or Purchase labor to implement optional system features or system expansions.

1.5.7. Participate in impact/Change management Training as necessary.

1.5.8. Inform system users of system updates and scheduled system downtime if necessary.

1.5.9 Cooperate with Motorola to provide post update implementation training as needed.

1.5.10 Provide Motorola with a completion sign off.

1.7 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

1.7.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.7.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

1.7.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

1.8 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this



agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.9 High Speed Connectivity Specifications

1.9.1. The Minimum supported link between the core and the zone is a full T1.

1.9.2. Any link must realize or sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.

1.9.3. Interzone Links must be fully operational when present

1.9.3. Link Reliability must satisfy these minimum QoS levels:

- Port availability must meet or exceed 99.9% (three nines)
- Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
- Network jitter shall be no greater than 2 ms.

1.9.4. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these cases must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

CORE	
Master Site Configuration	1
Zones in Operation(DSR/Dark Master site)	1
Zone Features: I&D, TDMA, Telephone Interconnect, CNI, HPD, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista, KMF/OTAR.	0
RF SYSTEM	
Voice RF Sites/Simulcast Sites(Including Prime sites)	14
Repeater/Stations(FDMA)	148
Repeater/Stations(TDMA)	0
HPD RF Sites	0
HPD Stations	
DISPATCH CONSOLE SYSTEM	
Dispatch Sites	2
MCC7500 Operator Positions	20
Conventional Channel Gateways(CCGW)	22
Conventional Site Controller(GCP 8000)	0

LOGGING SYSTEM	
Number of AIS Servers	1
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0

NETWORK MANAGEMENT/MOSCAD NFM	
Number of NM Clients	2
Number of Fault Management Clients/NFM Clients	1
Number of Fault Management RTUs	1
Number of NM Clients	2



5.9 APPENDIX H: NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot

Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The



following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date
- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.



1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.4.5.2. When sending the advanced replacement FRU to customer, provide a return airbill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when



applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (nextflight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.5.9. For Infrastructure and/or third party infrastructure repairs that are not



exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

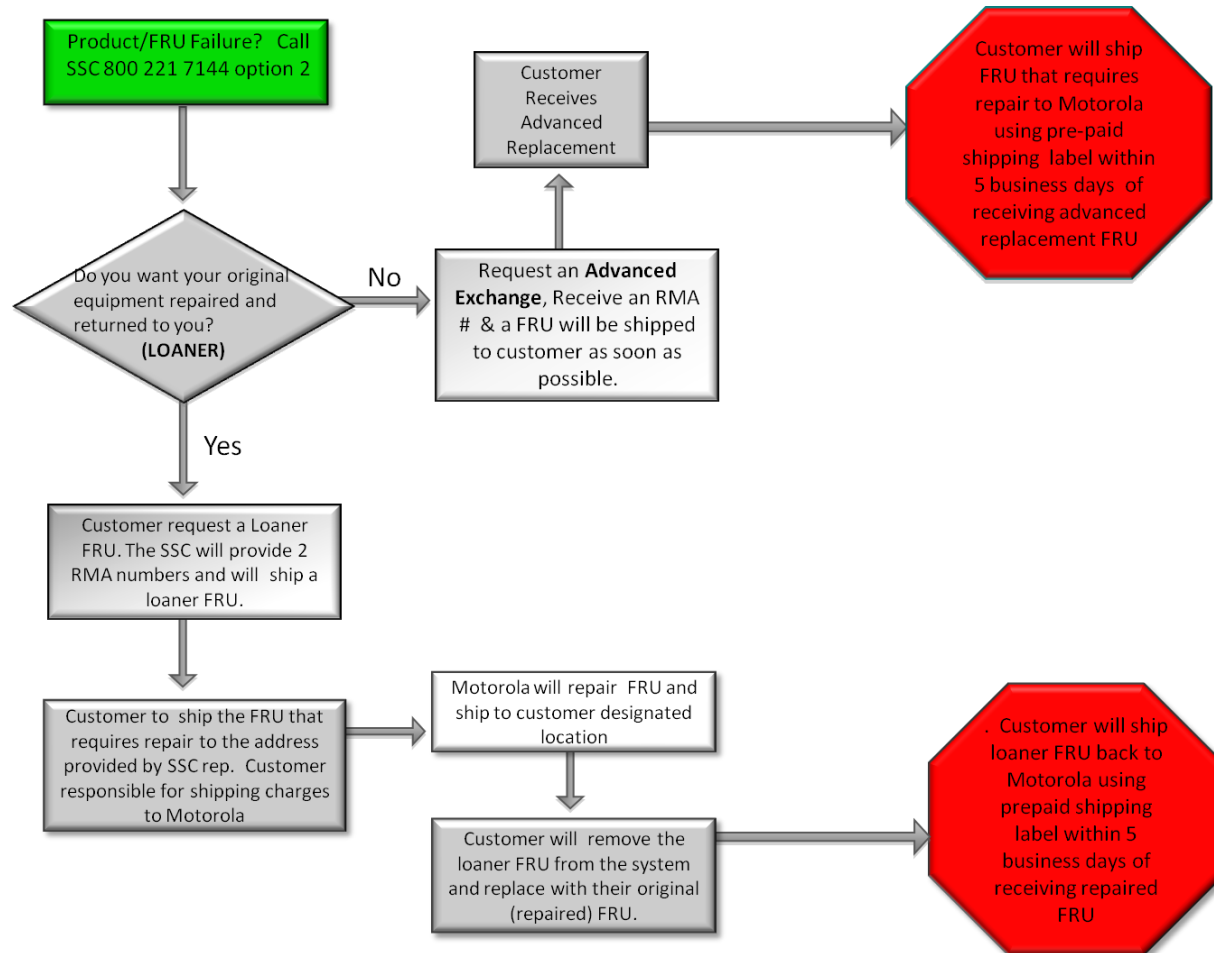


Figure 1-1: Advanced Exchange or Loaner Decision Process

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

Figure 1-2: Shipping Charges

*Motorola shipping carriers – FedEx and DHL

5.10 ADDENDUM

Potential ASTRO 25 Firewalls	
CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.

SECTION 6

PRICING SUMMARY

Pricing Based on the Enclosed Spreadsheet

10 Year Pricing for the Advanced Services Plan (Maintenance and System Upgrade Agreement (SUA) would be as follows:

\$9,355,016 (Includes the \$90,000 Project for the WSRE to Englewood Relocation.)
--

If Contracted by August 14, 2020, Motorola Solutions will begin your P25 Radio System Upgrade to Release A2019.2 in the first two weeks of December 2020.

Note: The forces driving this deadline are related to the “Order Lead Time” for required Hardware, and the scheduling of the required Motorola “Upgrade Operations (U/O) personnel to perform the upgrade tasks.

Note: First Annual Billing would begin October 1, 2020

- Due to your current Radio Dispatch Consoles being on a Windows 7 Operating System, for the Security of the System, it’s highly recommended to upgrade the Radio System which will include upgrading to a Windows 10 Operating System.
- P25 Radio System Release 7.15 “Standard Support” ended on October 1, 2018.
- Previous Proposal from March 11, 2019 was based on Upgrading Current System Release 7.15 to System Release 7.18.



6.1 MOTOROLA SOLUTIONS - 10 YEAR MAINTENANCE & SUA PRICING

Current Maintenance Contract - \$429,552.28 - **EXPIRES - 9-30-20**

Escambia County	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Sale Price
Maintenance after 10 yr Discount	\$ 380,050.00	\$ 430,831.00	\$ 439,448.00	\$ 448,234.00	\$ 457,190.00	\$ 466,315.00	\$ 475,650.00	\$ 485,154.00	\$ 494,869.00	\$ 504,754.00	\$ 4,582,495.00
SUA after 10 yr Discount	\$ 530,073.00	\$ 376,532.00	\$ 384,868.00	\$ 393,454.00	\$ 402,297.00	\$ 411,406.00	\$ 420,789.00	\$ 430,452.00	\$ 440,406.00	\$ 450,658.00	\$ 4,240,935.00
Microwave Maint. after 10 yr Discount	\$ -	\$ -	\$ -	\$ 10,820.00	\$ 72,454.00	\$ 75,839.00	\$ 76,762.00	\$ 63,798.00	\$ 70,289.00	\$ 71,624.00	\$ 441,586.00
WSRE to Englewood RF Site Relocation	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00
(See Note 8 below)											
Total	\$ 910,123.00	\$ 897,363.00	\$ 824,316.00	\$ 852,508.00	\$ 931,941.00	\$ 953,560.00	\$ 973,201.00	\$ 979,404.00	\$ 1,005,564.00	\$ 1,027,036.00	\$ 9,355,016.00

Note 1: Pricing assumes a **Contract by August 14, 2020** so that the System Upgrade from 7.15 to A2019.2 can/will occur the 1st two weeks of December.

Note 2: On the Microwave Pricing the following is included: MNI Networks Extended Warranty, MNI Networks Preventative Maintenance, MNI Advanced Replacements, 24/7 Technical Phone Support, Proteus Radio Firmware Update, Review of Spares, and Frequency Protection Services.

Note 3: Of the above Total SUA # - \$2,760,162 would be for the Master Site (Core).

Note 4: Cost of a "One Time" Upgrade (As opposed to an SUA) from 7.15 to A2019.2 would be \$2,826,262

Note 5: If the "DSR Option" (see below) was purchased add an additional \$1,311,301 to the total #'s above.

Note 6: DSR Pricing would be - \$594,000 - Assumes Installation Occurs at time of System Release Upgrade to A2019.2

Note 7: On the WSRE to Englewood RF Site Move, although this "task" will be part of the Contract, \$90,000 will be billed upon final project completion/acceptance

Escambia County	List	10 Year Pricing	Total 10 Year Savings
10 Year Maintenance	\$6,769,344.00	\$4,582,495.00	\$2,186,849.00
10 Year SUA	\$5,813,420.00	\$4,240,935.00	\$1,572,485.00
10 Year Microwave	\$652,318.00	\$441,586.00	\$210,732.00
Totals	\$13,235,082.00	\$9,265,016.00	\$3,970,066.00



SECTION 7

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.



Maintenance Support and SUAII Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and the **Escambia County Board of County Commissioners** ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Maintenance support and SUA II services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Statements of Work ("SOW") Motorola's Proposal dated July 7, 2020
Exhibit C	Payment Schedule
Exhibit D	Equipment List, if applicable – <u>Not Applicable</u>

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Confidential Information" means information that qualifies as a trade secret as that term is defined in §812.081, Florida Statutes, or is otherwise exempt from the disclosure requirements of §119.071(1), Florida Statutes, and Sec. 24(a), Art. 1 of the Florida Constitution and must be labeled or marked as confidential or its equivalent.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

“Services” means those installation, maintenance, SUA, support, training, and other services described in this Agreement.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B.

4.2 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for ten (10) years.

4.3. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.4. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.5. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable

4.6. INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete

serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.9. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.10. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4.30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that further written notice is not required for contract performance. Motorola will proceed with contract performance for all years unless terminated in accordance with Section 9. Customer will pay all proper invoices as received from Motorola solely against this Agreement as provided in paragraph 7.3. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 **CONTRACT PRICE.** The total Contract Price for Annual Services over the ten (10) year term (\$9,265,016.00) plus the WSRE Tower Move to Englewood Tower (\$90,000.00) in U.S. dollars for a total Contract Price of **\$9,355,016.00**. Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70 et seq., Florida Statutes, as amended.

7.4 **INFLATION REVIEW.** After the end of the first year, and each year after, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI – 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated sixty (60) calendar days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Agreement. It will be calculated based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following twelve (12) months.

7.5 **FREIGHT, TITLE AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1. **SERVICE WARRANTY.** Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. **EQUIPMENT WARRANTY.** Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B.

8.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its

option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT AND TERMINATION

9.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

9.3 If the Customer terminates this Agreement before the end of the ten (10) Year Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed ten percent (10%) of the annual price for three (3) years. This is not a penalty, but a reconciliation of the price structure. For example, if the Customer were to terminate after Year 4, the Customer would reimburse Motorola for the 10% discount received for the last three years of services the Customer received, Years 2, 3, and 4.

9.4. SUA upgrade payment requirement. The SUA annualized price is based on the fulfillment of the two year SUA cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

Section 10 EXCLUSIVE TERMS AND CONDITIONS

10.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The

Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

10.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. To the extent permitted by law and subject to the disclosure requirements of Florida's Public Records Act, each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Florida law and this Agreement.

11.2 **PUBLIC RECORDS.** Motorola acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Motorola shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Motorola shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Motorola agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Motorola fails to abide by the provisions of Chapter 119, Florida Statutes, the County/Customer may, without prejudice to any other right or remedy and after giving seven days written notice, during which period Motorola still fails to allow access to such documents, terminate the contract.

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
[\(850\) 595-4947](tel:8505954947)**

11.3. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain

vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other

legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

Section 15 GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Florida and the parties stipulate that venue shall be in the County of Escambia.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. The Customer will provide Motorola a valid tax exempt certificate. If Motorola is required to pay any taxes for which the Customer is not exempt, Motorola will send an invoice to Customer and Customer will pay Motorola the amount of the tax (including any interest and penalties) within forty-five (45) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or

agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Motorola Law Dept
Legal Department
500 W Monroe, 43th Floor
Chicago, IL 60661

Customer
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 13 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.15 NON-APPROPRIATION OF FUNDS. It is understood and agreed between the Parties hereto that the Customer shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted or are otherwise available for the purpose of this Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the Customer shall immediately notify Motorola of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made. To the extent Motorola has delivered Equipment or performed Services prior to the last day of the fiscal year for which the appropriation was made, Customer shall be liable for such Equipment or Services.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer: Escambia County

By: _____

By: _____

Name: _____

Name: Janice P. Gilley

Title: _____

Title: County Administrator

Date: _____

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-27-2020

Exhibit A

Motorola Software License Agreement

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Escambia County Board of County Commissioners ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 [Intentionally Left Blank]

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, with prior notice to Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
Statement of Work
Motorola's Proposal dated July 7, 2020
Incorporated herein by reference

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

LONG TERM SUA & MAINTENANCE CONTRACT RECOMMENDATION AND PRICING

JULY 7, 2020

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

ADVANCED PLUS SERVICES

1.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Escambia County's network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to Escambia County. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Network Updates.

These services will be delivered to Escambia County through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

1.2 ADVANCED PLUS SERVICES DESCRIPTIONS

1.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Escambia County system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Escambia County Police Department, third-party subcontractors and manufacturers, and Motorola Solutions. When Escambia County personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer



Relationship Management (CRM) system. The Service Desk is responsible for documenting Escambia County inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to Escambia County will also provide **Network Event Monitoring** to Escambia County network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor Escambia County system, often identifying and resolving anomalous events before they might affect user communications.

1.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

On-Site Support provides local, trained and qualified technicians who will arrive at Escambia County location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Escambia County location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

1.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the Escambia County Police Department. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair

Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If Escambia County prefers to maintain their existing FRU inventory, Escambia County will be able to request a "loaner" FRU while their unit is being repaired.

1.2.4 Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Escambia County with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on Escambia County's system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Escambia County's network. Once an update is fully tested and ready for deployment, Motorola Solutions will remotely install it onto Escambia County's system, and notify Escambia County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

1.2.5 Network Updates

With our proposed **Network Updates Service**, Motorola Solutions commits to sustain Escambia County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Escambia County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Escambia County to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on Escambia County's personnel.

Additional details on Network Updates are included in Section 2.

1.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

1.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.



1.3.2 On-Site Service through a Field Service Team

On-site maintenance and repair of Escambia County system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide Escambia County with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Escambia County service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Escambia County that the system is restored to normal operation and request approval to close the case.

1.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Escambia County network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Escambia County system. All components being repaired are tracked throughout the process, from shipment by Escambia County to return through a case management system where users can view the repair status of the equipment via a web portal.

1.3.4 Direct Access to System Information through MyView Portal

Supplementing Motorola Solutions' proposed services plan for Escambia County is access to MyView Portal, the Motorola Solutions' online system information tool (see the figure titled "MyView Portal"). MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Escambia County administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.





Figure 1-1: MyView Portal offers real-time, role-based access to critical system and services information.

SECTION 2

SUA II STATEMENT OF WORK

2.1 SYSTEM UPGRADE AGREEMENT II (SUA II) SOW

2.1.1 Description of Service and Obligations

- 2.1.1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 2.1.1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 2.1.1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 2.1.1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 2.1.1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 2.1.1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 2.1.1.6.1 Servers
 - 2.1.1.6.2 Workstations
 - 2.1.1.6.3 Firewalls
 - 2.1.1.6.4 Routers
 - 2.1.1.6.5 LAN switches
 - 2.1.1.6.6 MCC 7XXX Dispatch Consoles
 - 2.1.1.6.7 CommandCentral AXS Dispatch Consoles
 - 2.1.1.6.8 GTR8000 Base Stations
 - 2.1.1.6.9 GCP8000 Site Controllers
 - 2.1.1.6.10 GCM8000 Comparators
 - 2.1.1.6.11 Motorola Solutions Logging Interface Equipment
 - 2.1.1.6.12 PBX switches for Telephone Interconnect



2.1.1.6.13NICE Logging Solution

2.1.1.7 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

2.1.1.8 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

2.1.1.9 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:

- 2.1.1.9.1 Servers
- 2.1.1.9.2 Workstations
- 2.1.1.9.3 Routers
- 2.1.1.9.4 LAN Switches

2.1.1.10 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- 2.1.1.10.1GTR 8000 Base Stations
- 2.1.1.10.2GCP 8000 Site Controllers
- 2.1.1.10.3GCM 8000 Comparators
- 2.1.1.10.4MCC 7XXX Dispatch Consoles

2.1.1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

2.1.1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

2.1.1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

- 2.1.1.13.1Review infrastructure system audit data as needed.
- 2.1.1.13.2Identify additional system equipment needed to implement a system release, if



applicable.

2.1.1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.1.13.5 Program management support required to perform the certified system upgrade.

2.1.1.13.6 Field installation labor required to perform the certified system upgrade.

2.1.1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

2.1.1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

2.1.1.16 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.1.2 Upgrade Elements and Corresponding Party Responsibilities

2.1.2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.2.1.1 Motorola Responsibilities

2.1.2.1.1.1 Obtain and review infrastructure system audit data as needed.

2.1.2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

2.1.2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.

2.1.2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.2.1.1.6 Inform Customer of high speed internet connection requirements.

2.1.2.1.1.7 Assign program management support required to perform the certified system upgrade.

2.1.2.1.1.8 Assign field installation labor required to perform the certified system upgrade.



2.1.2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2.1.2 Customer Responsibilities

2.1.2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

2.1.2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix B. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.1.2.4 Assist in site walks of the system during the system audit when necessary.

2.1.2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.1.2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.1.2.2.1 Motorola Responsibilities

2.1.2.2.1.1 Perform appropriate system backups.

2.1.2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.1.2.2.1.3 Work with the Customer to validate that all available security patches and



antivirus updates have been updated on the customer's system.

2.1.2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.1.2.2.2 Customer Responsibilities

2.1.2.2.2.1 Validate system maintenance is current.

2.1.2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.1.2.3 System Upgrade

2.1.2.3.1 Motorola Responsibilities

2.1.2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.1.2.3.2 Customer Responsibilities

2.1.2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.1.2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.1.2.4 Upgrade Completion

2.1.2.4.1 Motorola Responsibilities

2.1.2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.1.2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.1.2.4.1.3 Obtain upgrade completion sign off from the customer.

2.1.2.4.2 Customer Responsibilities

2.1.2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.1.2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.1.2.4.2.3 Provide Motorola with upgrade completion sign off.



2.1.3 Exclusions and Limitations

2.1.3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

2.1.3.1.1 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software (“PSA”)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment.

2.1.3.2 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

2.1.3.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

2.1.3.4 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.

2.1.3.5 ASTRO 25 SUA II does not cover the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.2.1.1.2.

2.1.3.6 Motorola will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

2.1.3.7 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

2.1.4 Special Provisions

2.1.4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a



Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

- 2.1.4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 2.1.4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 2.1.4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 2.1.4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 2.1.4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



2.1.5 Appendix A - ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.



2.1.6 Appendix B - High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms



2.1.7 Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	
# of Master Sites	1
# of DSR Sites	1 (If DSR option is purchased)
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	1
MOSCAD NFM / SDM Clients	1
Network Management Clients	2
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	1
Intrusion Detection Sensor (IDS)	1
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
Simulcast Prime Sites (including co-located/redundant)	2
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	14
GTR 8000 Base Stations	148
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	2
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	20
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	1
Conventional Channel Gateways (CCGWs)	22
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	1
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0



SECTION 3

STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Escambia County, FL
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff.		



Tasks	Motorola Solutions	Escambia County, FL
SITE DEVELOPMENT - ENGLEWOOD		
Site Engineering		
Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work.	X	
Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Escambia County FL. NOTE: This task does not include structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.	X	
Provide tower climbing and tower mapping services for towers up to collect information about structural members and existing equipment.	X	
Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).	X	
If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.		X
As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.		X
Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.		X
Pay for application fees, taxes and recurring payments for lease/ownership of the property.		X
Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.		X
As applicable (based on local jurisdictional authority), Escambia County will be responsible for any installation or upgrades of the electrical system in order to comply with NFPA 70, Article 708.		X
Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.		X
Provide a right of entry letter from the site owner for Motorola to conduct field investigations.		X

Tasks	Motorola Solutions	Escambia County, FL
Maintain existing access road in order to provide clear and stable entry to the site for service vehicles. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.		X
Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.		X
Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.		X
Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.		X
If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room. Provide backup power (UPS / Generator) for the new equipment, and UPS sub-distribution panel(s) with breakers wired to dedicated outlets above the proposed equipment locations. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.		X
Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth		X
Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.		X
Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.		X
Site Preparation		
Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.	X	

Tasks	Motorola Solutions	Escambia County, FL
Deliverable: Information and permitting requirements completed at each site.		
Miscellaneous Work		
Remove existing antennas and lines from WSRE.	X	
Additional climb for backup monopole, if needed.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to CES Team One.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Perform factory functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		

Tasks	Motorola Solutions	Escambia County, FL
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Antenna and Transmission Line Installation		
Install (7) antenna(s) for the RF system.	X	
Supply and install (7) 6-foot side arm(s) for antenna mounts.	X	
Install up to 860 linear feet of 7/8-inch transmission line.	X	
Install up to 2150 linear feet of 1-1/4-inch transmission line.	X	
Perform sweep tests on transmission lines.	X	
Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.	X	
Supply and install (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.	X	
Deliverable: Antenna and Transmission Line installed.		
General Installation		
Install fixed equipment contained in the equipment list and system description.	X	
<u>Relocate (3) racks of equipment from WSRE to Englewood:</u> Rack 1 = Backhaul (routers & switches) SDM (4) receivers (1) GTR base radio rack mounted UPS OP8s Rack 2 = TRAK unit (2) combiners (5) GTR base radios and (1) receiver Rack 3 = GTR base radio and a RAD megaplex	X	
Reinstall racks at Englewood; interface to network	X	
Interface to antenna combiner network	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		

Tasks	Motorola Solutions	Escambia County, FL
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		

Tasks	Motorola Solutions	Escambia County, FL
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

Tasks	Motorola Solutions	Escambia County, FL
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.
- Site will have adequate electrical service for the new equipment. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- No improvements are required service vehicle access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communication facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.



- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- The existing tower and shelter will not need any modifications
- The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.

Solution Pricing - \$90,000

Pricing Good for (60) Days

Pricing based on the National HGAC Purchasing Contract

See Equipment list on the Following Page



QTY	NOMENCLATURE	DESCRIPTION
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL



QTY	NOMENCLATURE	DESCRIPTION
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS1E00P36UD	138-150 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP,
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
400	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH PWR, DIN MALE/FEMALE BI-DIRECTIONAL
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS4F03P36UD	OMNI,3DB GAIN LOW PIM,DIN
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)

QTY	NOMENCLATURE	DESCRIPTION
400	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
1	DSISB50LNC2MA	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NM ANT, NF EQUIP
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSDS1E00P36UD	138-150 MHZ, VHF ANTENNA, OMNIDIRECTIONAL, UNITY GAIN, LOW-PIM/HI-PIP,
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
400	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
1	DSISB50LNC2MA	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NM ANT, NF EQUIP
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
1	DSCT11450P	CT11450P, POWER PREP TOOL FOR 1-1/4" CABLE
1	DSCT07850AIO2	CT07850AIO-2, PREP TOOL FOR 7/8" CABLE, 50 OHM
1	DSCT01250AIO2	CT01250AIO-2, PREP TOOL FOR 1/2" CABLE , 50 OHM
4	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1-1/4" & 1-5/8" AIRCELL COAX
4	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX
4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
4	DSSHU114	SH-U114, UNIVERSAL SNAP-IN HANGER FOR 1-1/4" AIRCELL COAX, PKG OF 10
4	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10
4	DSSHU12	SH-U12, UNIVERSAL SNAP-IN HANGER FOR 1/2" AIRCELL COAX, PKG OF 10
10	DSCSU12158	COLD SHRINK WEATHERPROOFING 1/2" TO 1-5/8" AIRCELL COAX
1	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1-1/4" AIRCELL COAX
1	DSHG78	HG-78, LACE-UP HOISTING GRIP FOR 7/8" AIRCELL COAX

QTY	NOMENCLATURE	DESCRIPTION
1	DSHG12	HG-12, LACE-UP HOISTING GRIP FOR 1/2" AIRCELL COAX
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
2	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)



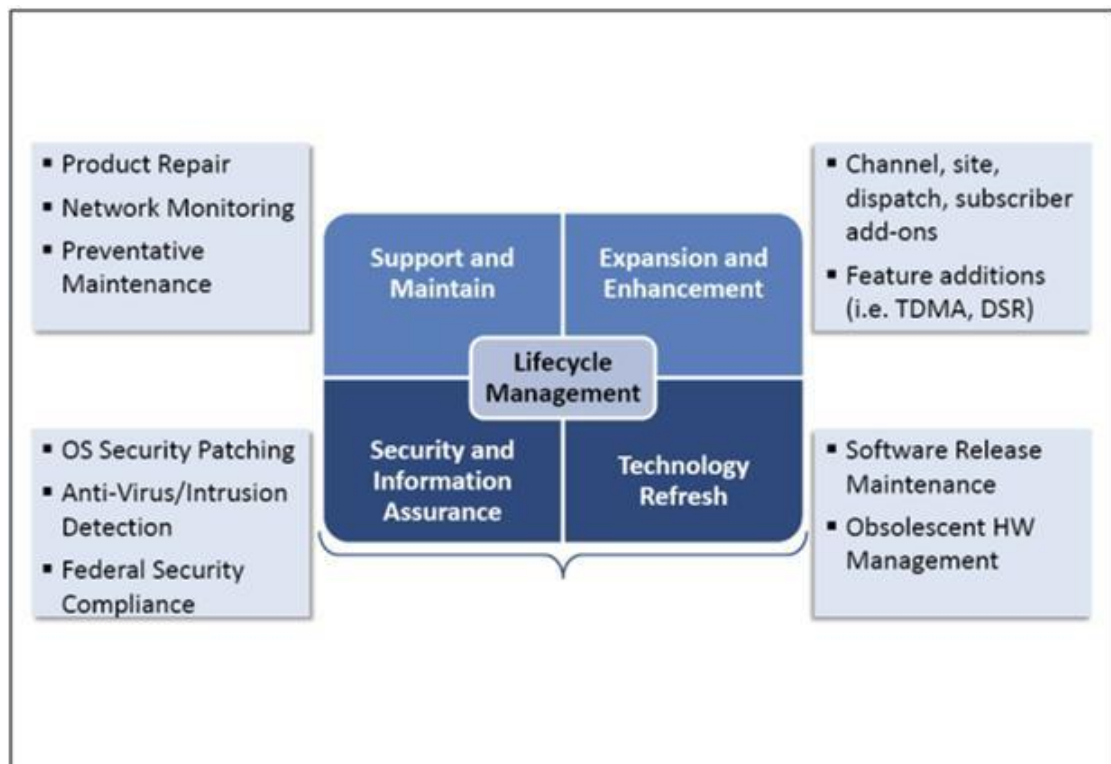
SECTION 4

LIFECYCLE MANAGEMENT THROUGH NETWORK UPDATES

4.1 OVERVIEW

Lifecycle management of Escambia County Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up- to-date. Throughout the lifecycle of Escambia County LMR network, maintenance and sustainment activities will be required (Refer to the diagram below.).

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services Escambia County LMR network will be able to support your communications requirements well into the future.



The ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services to Escambia County. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola Solutions and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well-developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

4.2 NETWORK UPDATES SERVICE DETAILS

Network Updates is a complete package of hardware, software, and professional services required to update Escambia County ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. Network Updates provide a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola Solutions.

Included features

Features Descriptions	Network Updates
Incremental Software Enhancements (Bug Fixes)	✓

Features Descriptions	Network Updates
Software Release Updates	✓
Hardware Refresh	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Professional implementation services to upgrade your live system	✓

As system releases become available, Motorola Solutions will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola Solutions' field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola Solutions certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola Solutions' personnel at Escambia County site to execute upgrade.



SECTION 5

ADVANCED PLUS SERVICES STATEMENT OF WORK

5.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

5.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

5.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.



The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

5.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

5.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and



diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

5.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement

unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

5.1.6 Security Management Operations

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

Appendix D contains the SOW for Remote Security Patch Installation.

5.1.7 Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete package of hardware, software and implementation services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub-systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest



available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates

5.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance. MyView Portal also allows downloading of the checklists and uploading of the completed forms.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on completed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

5.1.9 SP - Microwave Services

1.0 Description of Services

Field Response Service provides for on-site technician Response as determined by pre-defined severity levels set forth in Table B and Response times set forth in Table A in order to Restore the System. The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Services or other applicable Agreement, the provisions of this SOW shall prevail.

2.0 Motorola has the following responsibilities

2.1 Motorola is providing Field Response Service, and will respond in accordance with this Statement of Work and Tables A and B.



- 2.2 Perform diagnostics on the Component/Field Replaceable Unit (FRU)/assembly
- 2.3 Restore the System by replacing defective Component/FRU/assembly:
 - 2.3.1 FRU and assembly will be provided by Customer
- 2.4 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.
- 3.0 Customer has the following responsibilities
 - 3.1 Establish and maintain a suitable environment for the Equipment and provide Motorola full, free, and safe access to the Equipment so that Motorola may provide Maintenance services.
 - 3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System.
 - 3.3 Maintain and store any and all Software needed to Restore the System.
 - 3.4 Cooperate with Motorola and perform all tasks that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.

Table A: OnSite Response Times

Severity Level Response Time
Severity 1 Within 2 hours from receipt of notification
Severity 2 Within 4 hours from receipt of notification
Severity 3 Within 24 hours from receipt of notification
Response Times during standard business days

Table B: Severity Definitions

Severity Level Problem Types

Severity 1 Major system failure
33% of System down
33% of Site channels down
Site Environment Alarms (smoke, access, temp, A/C Power)
Response is provided Continuously

Severity 2 Significant System Impairment
Intermittent problems
Response during Standard Business Day

Severity 3 Parts Questions
Upgrades
Intermittent problems
System problems presently being monitored
Response during Standard Business Day.



5.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the [Monitored Elements Table](#). When the SSC detects an event, then, based on the Incident priority, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the [Monitored Elements Table](#).

1.4 Limitations and Exclusions

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).



- 1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.
- 1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:
 - 1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.
 - 1.4.3.2 System installations, upgrades, and expansions.
 - 1.4.3.3 Customer training.
 - 1.4.3.4 Hardware repair and/or exchange.
 - 1.4.3.5 Network security services.
 - 1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).
 - 1.4.3.7 Information Assurance.
 - 1.4.3.8 Any services not expressly included in this statement of work.
- 1.4.4 Reference the event catalogue to confirm monitored equipment.
- 1.5 Motorola has the following responsibilities:
 - 1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The [Connectivity Matrix](#) further describes the connectivity options.
 - 1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the [Motorola Owned & Supplied Equipment Table](#).
 - 1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.
 - 1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.
 - 1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.
 - 1.5.6 Create an Incident, as necessary. Gather information to perform the following:
 - 1.5.6.1 Characterize the issue
 - 1.5.6.2 Determine a plan of action
 - 1.5.6.3 Assign and track the Incident to resolution.



- 1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.
- 1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident

1.6 The Customer has the following responsibilities:

- 1.6.2 Allow Motorola continuous remote access to enable the monitoring service.
- 1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.
- 1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
 - 1.6.4.1 Incident notification preferences and procedure
 - 1.6.4.2 Repair Verification Preference and procedure
 - 1.6.4.3 Database and escalation procedure forms.
 - 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
- 1.6.5 Provide the following information when initiating a service request:
 - 1.6.5.1 Assigned system ID number
 - 1.6.5.2 Problem description and site location
 - 1.6.5.3 Other pertinent information requested by Motorola to open an Incident.
- 1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)
- 1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening an to request service support or enable response to a technical issue.
- 1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is



determined that system faults were caused by the customer making changes to critical system parameters

- 1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.
- 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
 - 1.6.13.1.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.
- 1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Event Definition table- Appendix A](#).



- 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network EventMonitoring.

5.2.1 Engagement Matrix

The event types are based on the defined priority levels as follows:

Incident Priority	Definition	Engagement Times
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down	Response provided 24 hours, 7 days a week, including US Holidays.
High	↯ Consoles: Console positions down (>= 33%) Console Site Link Down ↯ Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down ↯ Conventional Channels: >= 50% of conventional channels (CCGW) down ↯ Devices: Site Router/switch, GPS server down	Response provided 24 hours, 7 days a week, including US Holidays.
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: ↯ Less than 50% of conventional channel down	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	Minor events and warnings in the system ↯ Preventative & Planned Maintenance Activities (Scheduled Work)	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

5.2.2 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	Ethernet	Motorola

Motorola Owned & Supplied Equipment Table.

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table		
Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server
ARCA DACS	DIU	IPDU
Jump Server	Packet Data Gateway	WebGUI
LAN Switch	Moscad Server	Probe
Licensing Service	Net cool Server	Probe Server
Link	Network Address	PTT
Logging Recorder	NX	

Monitored Elements Table		
Logging Replay Station	Object Server	RDM
LTE	OMADM	RFS
MDF	OP	RNG
MGEG	OSP	RTU
Microwave	OSS	Security
MME	ZDS	Short Data Router
SPM	Statistical Server	TRAK
UPS	TENSR	Trap Forwarder
VMS	UEM	UCS



Monitored Elements Table		
VPM	WebGUI	

*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.

5.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents.

Technical Support availability for Medium and Low Priority Incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Response Goals Level Definitions](#) stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution.



Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See [Priority Level Response Goals Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-



221- 7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to [Priority Level Response Time Goals](#) for Medium, Low response times.

- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Priority Level Response Time Goals](#) section of this document and the Incident priority levels defined in the [Priority Level Definitions](#) section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident
- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.
- 1.6. The Customer has the following responsibilities:
 - 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
 - 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
 - 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
 - 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
 - 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
 - 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
 - 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Priority Level Definitions](#)



and in the [Priority Level Response Time Goals](#) section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down
Low	Minor events and warnings in the system Preventative & Planned Maintenance Activities (Scheduled Work)



1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.



5.4 APPENDIX C: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3. All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4. Physically damaged infrastructure.
- 1.4.5. Third party equipment not shipped by Motorola



- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
- 1.5.2 Provide repair return authorization numbers when requested by Customer.
- 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
- 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2. Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
- 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the



original equipment manufacturer or third party vendor for repair service, when applicable.

- 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
- 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
- 1.5.5.6 Properly package repaired infrastructure.
- 1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide customer purchase order number to secure payment for any costs described herein.



- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.



5.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.



Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non- Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to



features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for

the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.



1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. During these times, the system will be in “Site trunking” mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases (“SERs”) and Field Service Bulletins (“FSB’s”) are not part of this service. However, in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB’s and SER’s with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.



Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions–

Weekly Windows OS updates –

Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola's secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.



1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5 Upgrade system to a supported system release as necessary to continue service.

1.6.6 Refrain from making uncertified changes of any type to the system.

1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.

1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does



not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.



5.6 APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola's OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:



- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
 - 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
 - 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
 - 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
 - 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
 - 2.11. Escalate the Incident to the appropriate party upon expiration of a response time.
 - 2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
 - 2.13. Notify customer of Incident status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
 - 2.14. Provide Incident activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
 - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Incident notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
 - 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open an Incident.



- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down



Low	Minor events and warnings in the system ↗ Preventative & Planned Maintenance Activities (Scheduled Work)
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5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as

5.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE LEVEL 1 STATEMENT OF WORK

Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment as purchased to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:



- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of issues that may require attention.
- 1.4.3 Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.
- 1.4.4 Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.5.2 Authorize and acknowledge any scheduled system downtime.
- 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6 Provide site escorts in a timely manner if required.
- 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6 The Servicer has the following responsibilities:

- 1.6.1 Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.
- 1.6.2 Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.
- 1.6.3 Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.



1.6.4 As applicable, use the Method of Procedure (MOPs) as defined for each task.

Table 1 Preventive Maintenance Tasks

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

MASTER SITE CHECKLIST - LEVEL 1	
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.



PRIME SITE CHECKLIST - LEVEL 1	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	

DISPATCH SITE CHECKLIST - LEVEL 1	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.

RF SITE CHECKLIST - LEVEL 1	
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook	Complete Site PM checks - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST - LEVEL 1	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.

FACILITIES CHECKLIST - LEVEL 1	
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1	
GENERAL	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
Full Optimization	Perform full optimization per vendor specifications
RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST - LEVEL 1 (No Climb)	
GENERAL	
Line Sweeps	Perform signature sweep testing procedure and compare to baseline for any changes. Report any problems.
STRUCTURE CONDITION - From ground level only	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.



TOWER CHECKLIST - LEVEL 1 (No Climb)	
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.



5.8 APPENDIX G: NETWORK UPDATES STATEMENT OF WORK

This Statement of Work (“SOW”) is subject to the terms and conditions of Motorola’s Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties (“Agreement”). Motorola and Customer may be referred to herein individually as a “Party” or together as “Parties”.

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support. ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola Solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola’s option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management (“NFM”) products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.



1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A “board-level refresh” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.

1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.



1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.

1.3.9. Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola’s Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4 Motorola has the following responsibilities:

1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.

1.4.2. Work with the customer to schedule applicable network updates.

1.4.3. Assign the program management support required to perform network updates as necessary.

1.4.4. Assign field installation resources required to perform network updates as necessary.

1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.

1.4.6. Install network updates.

1.4.7. Deliver Impact and change management training as necessary.

1.4.8. Perform appropriate system backups.

1.4.9. Work with the customer to validate that all system maintenance is current.

1.4.10. Deliver post update implementation training to the customer as needed.

1.4.11. Validate all system update deliverables are complete.

1.4.12. Obtain completion sign off from the customer.



1.5 The Customer has the following responsibilities:

1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.

1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.

1.5.3. Asset in site walks of the system during the system audit when necessary.

1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.

1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.

1.5.6. Provide or Purchase labor to implement optional system features or system expansions.

1.5.7. Participate in impact/Change management Training as necessary.

1.5.8. Inform system users of system updates and scheduled system downtime if necessary.

1.5.9 Cooperate with Motorola to provide post update implementation training as needed.

1.5.10 Provide Motorola with a completion sign off.

1.7 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

1.7.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.7.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

1.7.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

1.8 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this



agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.9 High Speed Connectivity Specifications

1.9.1. The Minimum supported link between the core and the zone is a full T1.

1.9.2. Any link must realize or sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.

1.9.3. Interzone Links must be fully operational when present

1.9.3. Link Reliability must satisfy these minimum QoS levels:

- Port availability must meet or exceed 99.9% (three nines)
- Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
- Network jitter shall be no greater than 2 ms.

1.9.4. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these cases must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

CORE	
Master Site Configuration	1
Zones in Operation(DSR/Dark Master site)	1
Zone Features: I&D, TDMA, Telephone Interconnect, CNI, HPD, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista, KMF/OTAR.	0
RF SYSTEM	
Voice RF Sites/Simulcast Sites(Including Prime sites)	14
Repeater/Stations(FDMA)	148
Repeater/Stations(TDMA)	0
HPD RF Sites	0
HPD Stations	
DISPATCH CONSOLE SYSTEM	
Dispatch Sites	2
MCC7500 Operator Positions	20
Conventional Channel Gateways(CCGW)	22
Conventional Site Controller(GCP 8000)	0

LOGGING SYSTEM	
Number of AIS Servers	1
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0

NETWORK MANAGEMENT/MOSCAD NFM	
Number of NM Clients	2
Number of Fault Management Clients/NFM Clients	1
Number of Fault Management RTUs	1
Number of NM Clients	2



5.9 APPENDIX H: NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot

Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The



following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date
- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.



1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.4.5.2. When sending the advanced replacement FRU to customer, provide a return airbill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when



applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (nextflight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.5.9. For Infrastructure and/or third party infrastructure repairs that are not



exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

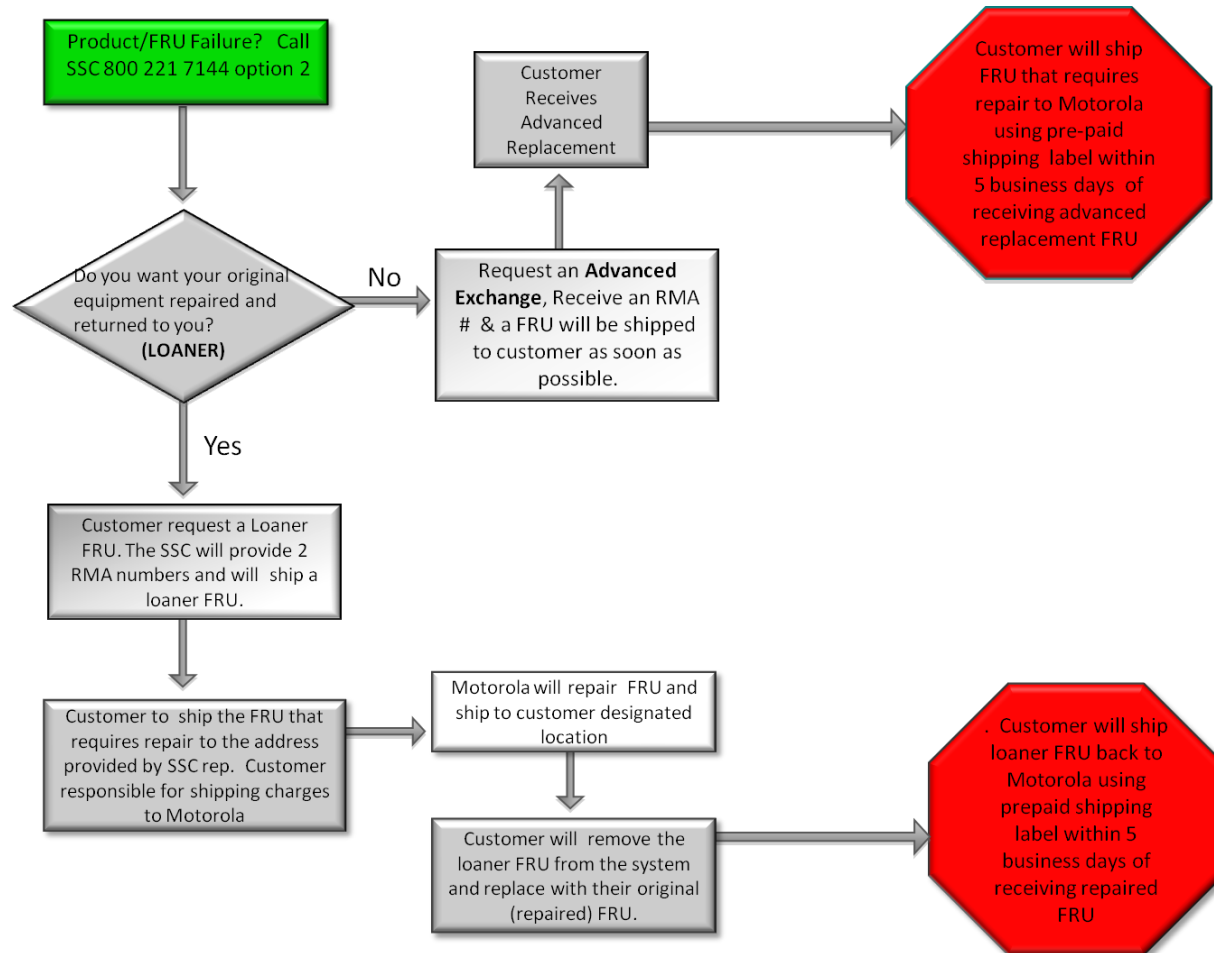


Figure 1-1: Advanced Exchange or Loaner Decision Process

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

Figure 1-2: Shipping Charges

*Motorola shipping carriers – FedEx and DHL

5.10 ADDENDUM

Potential ASTRO 25 Firewalls	
CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.

SECTION 6

PRICING SUMMARY

Pricing Based on the Enclosed Spreadsheet

10 Year Pricing for the Advanced Services Plan (Maintenance and System Upgrade Agreement (SUA) would be as follows:

\$9,355,016 (Includes the \$90,000 Project for the WSRE to Englewood Relocation.)
--

If Contracted by August 14, 2020, Motorola Solutions will begin your P25 Radio System Upgrade to Release A2019.2 in the first two weeks of December 2020.

Note: The forces driving this deadline are related to the “Order Lead Time” for required Hardware, and the scheduling of the required Motorola “Upgrade Operations (U/O) personnel to perform the upgrade tasks.

Note: First Annual Billing would begin October 1, 2020

- Due to your current Radio Dispatch Consoles being on a Windows 7 Operating System, for the Security of the System, it’s highly recommended to upgrade the Radio System which will include upgrading to a Windows 10 Operating System.
- P25 Radio System Release 7.15 “Standard Support” ended on October 1, 2018.
- Previous Proposal from March 11, 2019 was based on Upgrading Current System Release 7.15 to System Release 7.18.



6.1 MOTOROLA SOLUTIONS - 10 YEAR MAINTENANCE & SUA PRICING

Current Maintenance Contract - \$429,552.28 - **EXPIRES - 9-30-20**

Escambia County	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Sale Price
Maintenance after 10 yr Discount	\$ 380,050.00	\$ 430,831.00	\$ 439,448.00	\$ 448,234.00	\$ 457,190.00	\$ 466,315.00	\$ 475,650.00	\$ 485,154.00	\$ 494,869.00	\$ 504,754.00	\$ 4,582,495.00
SUA after 10 yr Discount	\$ 530,073.00	\$ 376,532.00	\$ 384,868.00	\$ 393,454.00	\$ 402,297.00	\$ 411,406.00	\$ 420,789.00	\$ 430,452.00	\$ 440,406.00	\$ 450,658.00	\$ 4,240,935.00
Microwave Maint. after 10 yr Discount	\$ -	\$ -	\$ -	\$ 10,820.00	\$ 72,454.00	\$ 75,839.00	\$ 76,762.00	\$ 63,798.00	\$ 70,289.00	\$ 71,624.00	\$ 441,586.00
WSRE to Englewood RF Site Relocation	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00
(See Note 8 below)											
Total	\$ 910,123.00	\$ 897,363.00	\$ 824,316.00	\$ 852,508.00	\$ 931,941.00	\$ 953,560.00	\$ 973,201.00	\$ 979,404.00	\$ 1,005,564.00	\$ 1,027,036.00	\$ 9,355,016.00

Note 1: Pricing assumes a **Contract by August 14, 2020** so that the System Upgrade from 7.15 to A2019.2 can/will occur the 1st two weeks of December.

Note 2: On the Microwave Pricing the following is included: MNI Networks Extended Warranty, MNI Networks Preventative Maintenance, MNI Advanced Replacements, 24/7 Technical Phone Support, Proteus Radio Firmware Update, Review of Spares, and Frequency Protection Services.

Note 3: Of the above Total SUA # - \$2,760,162 would be for the Master Site (Core).

Note 4: Cost of a "One Time" Upgrade (As opposed to an SUA) from 7.15 to A2019.2 would be \$2,826,262

Note 5: If the "DSR Option" (see below) was purchased add an additional \$1,311,301 to the total #'s above.

Note 6: DSR Pricing would be - \$594,000 - Assumes Installation Occurs at time of System Release Upgrade to A2019.2

Note 7: On the WSRE to Englewood RF Site Move, although this "task" will be part of the Contract, \$90,000 will be billed upon final project completion/acceptance

Escambia County	List	10 Year Pricing	Total 10 Year Savings
10 Year Maintenance	\$6,769,344.00	\$4,582,495.00	\$2,186,849.00
10 Year SUA	\$5,813,420.00	\$4,240,935.00	\$1,572,485.00
10 Year Microwave	\$652,318.00	\$441,586.00	\$210,732.00
Totals	\$13,235,082.00	\$9,265,016.00	\$3,970,066.00



SECTION 7

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.



Exhibit C

Payment Schedule

Customer will be invoiced in accordance with the following:

1. Annual Services:

Year	Service Period	Annual Payment
1	October 1, 2020 to September 30, 2021	\$910,123.00
2	October 1, 2021 to September 30, 2022	\$807,363.00
3	October 1, 2022 to September 30, 2023	\$824,316.00
4	October 1, 2023 to September 30, 2024	\$852,508.00
5	October 1, 2024 to September 30, 2025	\$931,941.00
6	October 1, 2025 to September 30, 2026	\$953,560.00
7	October 1, 2026 to September 30, 2027	\$973,201.00
8	October 1, 2027 to September 30, 2028	\$979,404.00
9	October 1, 2028 to September 30, 2029	\$1,005,564.00
10	October 1, 2029 to September 30, 2030	\$1,027,036.00
	Total	\$9,265,016.00

The Customer will be invoiced annually in advance for Annual Services.

2. WSRE Tower Move to Englewood Tower:

Total Project price: \$90,000

The Customer will be invoiced upon final acceptance of the project referenced above.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18405

County Administrator's Report 8. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Order in Excess of \$25,000 to Lynn A. Berky

From: William Powell, Director, Corrections

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2019-2020 Purchase Order, in Excess of \$25,000, for Replacement of a Walk-in Freezer at the Work Annex, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of \$25,000, for the Corrections Department:

Vendor/Contractor Lynn A. Berky d/b/a/ Johnstone Supply Fund: 111 Detention/Jail Commissary Cost Center: 290406	Amount \$44,564	Contract Number PCA 3-134-15 - Facility O&M Contract	
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BACKGROUND:

The Work Annex has a large walk-in freezer that is used to store vegetables and meats that the inmates grow and raise. This freezer is old and has exceeded its cost effectiveness to be repaired and is in need of replacement.

BUDGETARY IMPACT:

Vendor/Contractor Lynn A. Berky d/b/a/ Johnstone Supply Fund: 111 Detention/Jail Commissary Cost Center: 290406	Amount \$44,564	Contract Number PCA 3-134-15 - Facility O&M Contract	
---	-------------------------------	---	--

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over \$25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Purchasing Department will create a Blanket Purchase Order with Lynn A. Berky, d/b/a Johnstone Supply to replace the old and aging equipment within Escambia County.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18400

County Administrator's Report 8. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: 300 Microsoft Home and Business 2019 Licenses

From: William Powell, Director, Corrections

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2019-2020 Purchase Order, in Excess of \$50,000, for 300 Microsoft Office Home and Business 2019 Licenses, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of \$50,000, under Omnia Partners – IT Solutions Contract # 2018011-02, for 300 Microsoft Office Home and Business 2019 licenses for the Corrections Department:

Vendor Name	Amount	Contract Number	
SHI International Corp. Fund: 001 Detention Cost Center: 290401 Fund: 311 County Jail Facility Cost Center: 290408 Project: 14SH2728	\$56,416; 290401 \$15,050; 290408/14SH2728	Omnia Partners – IT Solutions Contract #: 2018011-02	

BACKGROUND:

On June 16, 2020, the Board approved a Blanket Purchase Order for Corrections to purchase approximately 225 new computers. Informational Resources has been in the process of installing the computers and reviewing our Microsoft Office licenses. Microsoft has agreed to allow Informational Resources to install Microsoft Office 2010 on to the new computers at no additional cost for the licenses; however, Microsoft will no longer support Office 2010 after October 13, 2020. Since these licenses are expiring, Informational Resources has proposed that Corrections purchase 300 Microsoft Office Home & Business 2019 licenses to cover Corrections old and new jail devices.

BUDGETARY IMPACT:

Vendor/Contractor SHI International Corp Fund: 001 Detention Cost Center: 290401 Fund: 311 County Jail Facility Cost Center: 290408 Project: 14SH2728	Amount \$56,416; 290401 \$15,050; 290408/14SH2728	Contract Number Omnia Partners – IT Solutions Contract #: 2018011-02	
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LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida. Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Purchasing Department will create a Blanket Purchase Order with SHI International for the purchase of 300 Microsoft Office Home and Business 2019 licenses.

Attachments

SHI Quote

Omnia Partners Executive Summary

Omnia Partners - IT Solutions #2018011-02



Pricing Proposal
Quotation #: 19220135
Created On: 7/31/2020
Valid Until: 8/31/2020

ESCAMBIA COUNTY BOCC

William Siders

221 Palafox Place
Suite 140
Hon. Pam Childers
Pensacola, FL 32502
United States
Phone: 850-595-1678
Fax:
Email: WSIDERS@myescambia.com

Inside Account Manager

Jack Hall

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Jack_Hall@shi.com

[Click here](#) to order this quote

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office Home and Business 2019 - License - 1 PC/Mac - download - ESD - National Retail, Click-to-Run - Win, Mac - All Languages - North America Microsoft - Part#: T5D-03190 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	300	\$238.22	\$71,466.00
Total			\$71,466.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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.



Information Technology Solutions & Services
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: # 2018011

RFP Issued: September 20, 2017

Pre-Proposal Date: October 3, 2017

Response Due Date: October 23, 2017

Proposals Received: 11



Awarded to:

The City of Mesa, AZ Department of Procurement issued RFP # 201811 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 “NATIONAL CONTRACT REQUIREMENTS:

NATIONAL CONTRACT REQUIREMENTS. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudvara
- Connection Public Sector Solutions
- Hye Tech Networks
- Hypertech Direct
- Office Depot
- PCMG
- POP, Inc.
- SHI International
- World Wide Technology, Inc.
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with SHI International and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and SHI International Corp. successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

Contract includes:

A wide variety of technology solutions broken down by category including but not limited to systems, input/output devices, memory, storage devices, network equipment, software, media supplies, collaboration & IP telephony, and other related products & services.

SHI is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). Certified by the New York & New Jersey Minority Supplier Development Council (NY/NJ MSDC) and recognized by the 22 other regional affiliates of the NMSDC.

Term:

Initial five- year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025

Pricing/Discount:

SHI offers a discount percentage based on SHI Advertised Price list by category. Refer to pricing document for complete details. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users.

National IPA Web Landing Pages:

www.nationalipa.org/Vendors/Pages/SHI.aspx

City of Mesa, AZ

Contract # 2018011-02

for

Information Technology Solutions and Services

with

SHI International Corp.

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

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



AGREEMENT PURSUANT TO SOLICITATION

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

CITY OF MESA, Arizona ("City")

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

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Ave Somerset, NJ 08873
Remit Address	PO Box 952121 Dallas, TX 75395-2121
Attention	Meghan Flisakowski, Public Program Manager
E-Mail	Meghan.Flisakowski@shi.com
Phone	512-517-4088
Fax	732-652-6599
Website	www.publicsector.shidirect.com/

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **SHI INTERNATIONAL CORP**, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number 2018011 ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.
- C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.
- D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.
- E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

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

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on March 1, 2018 and ending on February 28, 2023. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see Exhibit C, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work.** The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as **Exhibit A ("Scope of Work")** Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

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

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

- a. Amendments to the Agreement
- b. Agreement
- c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
- d. Solicitation including any addenda
- e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

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

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

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

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

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

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of Service or delivery of Product;
- g. Description of Products or Services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;

- i. Applicable taxes; and
- j. Total amount due.

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

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

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

- 7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 7.8.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.
9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as Exhibit C.
10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("**VAR**") of Products, not the Original Equipment Manufacturer ("**OEM**") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("**OEM Product Warranty**"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

18. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
19. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

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

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

CITY OF MESA, ARIZONA

By: _____

Edward Quedens

Printed Name

Title

Date

Business Services Director

2-27-18

SHI INTERNATIONAL CORP.

By: _____

Cassie Skelton

Printed Name

Contracts Manager

Title

2/27/18

Date

REVIEWED BY:

By: _____

S. Brause

EXHIBIT A

SCOPE OF WORK

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

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

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

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- f. **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- g. **Computer and Network Products and Peripherals:** Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

- i. **Comprehensive Product Offering:** Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
- j. **Financing:** Options available such as lease programs and conditional sales contracts.

4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.50%	SHI's Full Catalog of Systems
		2) Notebooks	4.50%	SHI's Full Catalog of Systems
		3) Tablets	4.50%	SHI's Full Catalog of Systems
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.50%	SHI's Full Catalog of Systems
2)	Group 2 - Input Devices	5) Keyboards	5.00%	SHI's Full Catalog of Input Devices
		6) Mice	5.00%	SHI's Full Catalog of Input Devices
		7) Imaging Scanners	4.00%	SHI's Full Catalog of Input Devices
		8) POS Scanners	4.00%	SHI's Full Catalog of Input Devices
		9) Pointing Devices	4.00%	SHI's Full Catalog of Input Devices
		10) Bar Code Readers	4.00%	SHI's Full Catalog of Input Devices
		11) Audio Input	4.00%	SHI's Full Catalog of Input Devices
		12) Input Adapters	4.00%	SHI's Full Catalog of Input Devices
		13) PC and Network Cameras	4.00%	SHI's Full Catalog of Input Devices
		14) Input Cables	4.00%	SHI's Full Catalog of Input Devices
		15) Input Accessories	4.00%	SHI's Full Catalog of Input Devices
3)	Group 3 - Output Devices	16) Displays	4.50%	SHI's Full Catalog of Output Devices
		17) Printers	4.50%	SHI's Full Catalog of Output Devices

		18) Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		19) Inkjet Photo Printers	4.50%	SHI's Full Catalog of Output Devices
		20) Laser Printers	4.50%	SHI's Full Catalog of Output Devices
		21) Label Printers	4.50%	SHI's Full Catalog of Output Devices
		22) Dot Matrix Printers	4.50%	SHI's Full Catalog of Output Devices
		23) Multi-Function Printers	4.50%	SHI's Full Catalog of Output Devices
		24) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		25) Multi-Function Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		26) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		27) Fax Machine Printers	4.50%	SHI's Full Catalog of Output Devices
		28) Printer Accessories	4.50%	SHI's Full Catalog of Output Devices
		29) Projectors	4.50%	SHI's Full Catalog of Output Devices
		30) Projector Accessories	4.50%	SHI's Full Catalog of Output Devices
		31) Audio Input	4.50%	SHI's Full Catalog of Output Devices
		32) Video Cards	4.50%	SHI's Full Catalog of Output Devices
		33) Sound Cards	4.50%	SHI's Full Catalog of Output Devices
		34) Output Accessories	4.50%	SHI's Full Catalog of Output Devices
		35) Printer Consumables	4.50%	SHI's Full Catalog of Output Devices
4)	Group 4 - Memory	36) Desktop	4.50%	SHI's Full Catalog of Memory
		37) Flash	4.50%	SHI's Full Catalog of Memory

		38) Networking	4.50%	SHI's Full Catalog of Memory
		39) Notebook	4.50%	SHI's Full Catalog of Memory
		40) Printer / Fax	4.50%	SHI's Full Catalog of Memory
		41) Server	4.50%	SHI's Full Catalog of Memory
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		43) Adapters FireWire / USB	4.00%	SHI's Full Catalog of Storage Devices
		44) Adapters IDE/ATA/SATA	4.00%	SHI's Full Catalog of Storage Devices
		45) Adapters RAID	4.00%	SHI's Full Catalog of Storage Devices
		46) Adapters SCSI	4.00%	SHI's Full Catalog of Storage Devices
		47) Bridges & Routers	4.00%	SHI's Full Catalog of Storage Devices
		48) Disk Arrays	4.00%	SHI's Full Catalog of Storage Devices
		49) Disk Arrays JBOD	4.00%	SHI's Full Catalog of Storage Devices
		50) Drives Magneto-Optical	4.00%	SHI's Full Catalog of Storage Devices
		51) Drives Removable Disks	4.00%	SHI's Full Catalog of Storage Devices
		52) Fiber Channel Switches	4.00%	SHI's Full Catalog of Storage Devices
		53) Hard Disks - External	4.00%	SHI's Full Catalog of Storage Devices
		54) Hard Disks - Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		55) Hard Disks - IDE/ATA/S	4.00%	SHI's Full Catalog of Storage Devices
		56) Hard Disks - Notebook	4.00%	SHI's Full Catalog of Storage Devices
		57) Hard Disks - SCSI	4.00%	SHI's Full Catalog of Storage Devices

		58) Networking Accessories	4.00%	SHI's Full Catalog of Storage Devices
		59) Optical Drives - CD-ROM	4.00%	SHI's Full Catalog of Storage Devices
		60) Optical Drives - CD-RW	4.00%	SHI's Full Catalog of Storage Devices
		61) Optical Drives - DVD-CD	4.00%	SHI's Full Catalog of Storage Devices
		62) Optical Drives - DVD-RW	4.00%	SHI's Full Catalog of Storage Devices
		63) Storage Accessories	4.00%	SHI's Full Catalog of Storage Devices
		64) Storage - NAS	4.00%	SHI's Full Catalog of Storage Devices
		65) Storage - SAN	4.00%	SHI's Full Catalog of Storage Devices
		66) Tape Autoloaders -AIT	4.00%	SHI's Full Catalog of Storage Devices
		67) Tape Autoloaders - DAT	4.00%	SHI's Full Catalog of Storage Devices
		68) Tape Autoloaders - DLT	4.00%	SHI's Full Catalog of Storage Devices
		69) Tape Autoloaders - LTO	4.00%	SHI's Full Catalog of Storage Devices
		70) Tape Drives - 4mm	4.00%	SHI's Full Catalog of Storage Devices
		71) Tape Drives - 8mm/VXA	4.00%	SHI's Full Catalog of Storage Devices
		72) Tape Drives - AIT	4.00%	SHI's Full Catalog of Storage Devices
		73) Tape Drives - DAT	4.00%	SHI's Full Catalog of Storage Devices
		74) Tape Drives - DLT	4.00%	SHI's Full Catalog of Storage Devices
		75) Tape Drives - LTO/Ultrium	4.00%	SHI's Full Catalog of Storage Devices
		76) Tape Drives SDLT	4.00%	SHI's Full Catalog of Storage Devices
		77) Tape Drives - Travan	4.00%	SHI's Full Catalog of Storage Devices

6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		79) Bridges & Routers	5.00%	SHI's Full Catalog of Network Equipment
		80) Gigabit Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		81) Concentrators & Multiplexers	5.00%	SHI's Full Catalog of Network Equipment
		82) Hardware Firewalls	5.00%	SHI's Full Catalog of Network Equipment
		83) Intrusion Detection	5.00%	SHI's Full Catalog of Network Equipment
		84) KVM	5.00%	SHI's Full Catalog of Network Equipment
		85) Modems	5.00%	SHI's Full Catalog of Network Equipment
		86) Network Test Equipment	5.00%	SHI's Full Catalog of Network Equipment
		87) Network Adapters	5.00%	SHI's Full Catalog of Network Equipment
		88) Network Cables	5.00%	SHI's Full Catalog of Network Equipment
		89) Network Accessories	5.00%	SHI's Full Catalog of Network Equipment
		90) Repeaters & Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		91) Wireless LAN Accessories	5.00%	SHI's Full Catalog of Network Equipment
		92) Token Authentication	5.00%	SHI's Full Catalog of Network Equipment
		93) 10G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		94) 1G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.50%	SHI's Full Catalog of Software
		96) Licensing Backup	4.50%	SHI's Full Catalog of Software
		97) Licensing Barcode/OC	4.50%	SHI's Full Catalog of Software

		98) Licensing Business Application	4.50%	SHI's Full Catalog of Software
		99) Licensing CAD/CAM	4.50%	SHI's Full Catalog of Software
		100) Licensing - Cloning	4.50%	SHI's Full Catalog of Software
		101) Licensing - Computer Services	4.50%	SHI's Full Catalog of Software
		102) Licensing - Database	4.50%	SHI's Full Catalog of Software
		103) Licensing - Development	4.50%	SHI's Full Catalog of Software
		104) Licensing - Entertainment	4.50%	SHI's Full Catalog of Software
		105) Licensing - Financial	4.50%	SHI's Full Catalog of Software
		106) Licensing - Flow Chart	4.50%	SHI's Full Catalog of Software
		107) Licensing - Graphic Design	4.50%	SHI's Full Catalog of Software
		108) Licensing - Handheld	4.50%	SHI's Full Catalog of Software
		109) Licensing - Network OS	4.50%	SHI's Full Catalog of Software
		110) Licensing - OS	4.50%	SHI's Full Catalog of Software
		111) Licensing - Personal Organization	4.50%	SHI's Full Catalog of Software
		112) Licensing - Presentation	4.50%	SHI's Full Catalog of Software
		113) Licensing - Reference	4.50%	SHI's Full Catalog of Software
		114) Licensing - Report Analysis	4.50%	SHI's Full Catalog of Software
		115) Licensing - Spreadsheet	4.50%	SHI's Full Catalog of Software
		116) Licensing - Utilities	4.50%	SHI's Full Catalog of Software
		117) Licensing - Warranties	4.50%	SHI's Full Catalog of Software

		118) Licensing - Web Development	4.50%	SHI's Full Catalog of Software
		119) Licensing - Word Processing	4.50%	SHI's Full Catalog of Software
		120) Software - Backup	4.50%	SHI's Full Catalog of Software
		121) Software - Barcode / OCR	4.50%	SHI's Full Catalog of Software
		122) Software - Business Application	4.50%	SHI's Full Catalog of Software
		123) Software - CAD/CAM	4.50%	SHI's Full Catalog of Software
		124) Software - Cloning	4.50%	SHI's Full Catalog of Software
		125) Software - Computer Services	4.50%	SHI's Full Catalog of Software
		126) Software - Database	4.50%	SHI's Full Catalog of Software
		127) Software - Development	4.50%	SHI's Full Catalog of Software
		128) Software - Entertainment	4.50%	SHI's Full Catalog of Software
		129) Software - Financial	4.50%	SHI's Full Catalog of Software
		130) Software - Flow Chart	4.50%	SHI's Full Catalog of Software
		131) Software - Graphic Design	4.50%	SHI's Full Catalog of Software
		132) Software - Handheld	4.50%	SHI's Full Catalog of Software
		133) Software - OS	4.50%	SHI's Full Catalog of Software
		134) Software - Personal Organization	4.50%	SHI's Full Catalog of Software
		135) Software - Presentation	4.50%	SHI's Full Catalog of Software
		136) Software - Reference	4.50%	SHI's Full Catalog of Software
		137) Software - Report Analysis	4.50%	SHI's Full Catalog of Software

		138) Software - Spreadsheet	4.50%	SHI's Full Catalog of Software
		139) Software - Utilities	4.50%	SHI's Full Catalog of Software
		140) Software - Warranties	4.50%	SHI's Full Catalog of Software
		141) Software - Web Development	4.50%	SHI's Full Catalog of Software
		142) Software - Word Processing	4.50%	SHI's Full Catalog of Software
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.00%	SHI's Full Catalog of Media Supplies
		144) Media - AIT tape	4.00%	SHI's Full Catalog of Media Supplies
		145) Media - DAT tape	4.00%	SHI's Full Catalog of Media Supplies
		146) Media - DLT tape	4.00%	SHI's Full Catalog of Media Supplies
		147) Media LTO / Ultrium tape drive	4.00%	SHI's Full Catalog of Media Supplies
		148) Media - Magneto - Optical	4.00%	SHI's Full Catalog of Media Supplies
		149) Media - Optical	4.00%	SHI's Full Catalog of Media Supplies
		150) Media - SLR tape	4.00%	SHI's Full Catalog of Media Supplies
		151) Media - Travan tape	4.00%	SHI's Full Catalog of Media Supplies
		152) Media - VXA tape	4.00%	SHI's Full Catalog of Media Supplies
		153) Media - zip	4.00%	SHI's Full Catalog of Media Supplies
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		155) Video conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		156) Voice gateways / servers	4.00%	SHI's Full Catalog of Collaboration and IP Telephony

		157) Headsets	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		158) Audio conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		159) Analog phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		160) Accessories	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
10)	Group 10 - Other	161) Advanced Integration	4.00%	SHI's Full Catalog of Other
		162) Asset Disposal	4.00%	SHI's Full Catalog of Other
		163) Asset Management	4.00%	SHI's Full Catalog of Other
		164) Cables	4.00%	SHI's Full Catalog of Other
		165) Cables - custom	4.00%	SHI's Full Catalog of Other
		166) Cables - printer	4.00%	SHI's Full Catalog of Other
		167) Complex warranties	4.00%	SHI's Full Catalog of Other
		168) Desktop Accessories	4.00%	SHI's Full Catalog of Other
		169) Display Accessories	4.00%	SHI's Full Catalog of Other
		170) Electronic Services	4.00%	SHI's Full Catalog of Other
		171) Handheld Accessories	4.00%	SHI's Full Catalog of Other
		172) Imaging Accessories	4.00%	SHI's Full Catalog of Other
		173) Imaging - Camcorders	4.00%	SHI's Full Catalog of Other
		174) Imaging - Digital Cameras	4.00%	SHI's Full Catalog of Other

		175) Internal Lab Service	4.00%	SHI's Full Catalog of Other
		176) Lab fees	4.00%	SHI's Full Catalog of Other
		177) Managed Services	4.00%	SHI's Full Catalog of Other
		178) Miscellaneous solutions	4.00%	SHI's Full Catalog of Other
		179) Mounting hardware for vehicles	4.00%	SHI's Full Catalog of Other
		180) Networking Warranties	4.00%	SHI's Full Catalog of Other
		181) Notebook Accessories	4.00%	SHI's Full Catalog of Other
		182) Notebook Batteries	4.00%	SHI's Full Catalog of Other
		183) PC Lab order services	4.00%	SHI's Full Catalog of Other
		184) POS Accessories	4.00%	SHI's Full Catalog of Other
		185) POS Displays	4.00%	SHI's Full Catalog of Other
		186) Power Accessories	4.00%	SHI's Full Catalog of Other
		187) Power Surge Protection	4.00%	SHI's Full Catalog of Other
		188) Power UPS	4.00%	SHI's Full Catalog of Other
		189) Server Accessories	4.00%	SHI's Full Catalog of Other
		190) Service Charge	4.00%	SHI's Full Catalog of Other
		191) System Components	4.00%	SHI's Full Catalog of Other
		192) Training Courses	4.00%	SHI's Full Catalog of Other
		193) Training Reference Manuals	4.00%	SHI's Full Catalog of Other
		194) Warranties - Electronic	4.00%	SHI's Full Catalog of Other

		195) iPad / Tablet Stylus	4.00%	SHI's Full Catalog of Other
		196) Mouse / Wrist Pads	4.00%	SHI's Full Catalog of Other
		197) Security Locks and Hardware	4.00%	SHI's Full Catalog of Other
		198) Tools	4.00%	SHI's Full Catalog of Other
		199) Document Scanner Accessories	4.00%	SHI's Full Catalog of Other
		200) Flatbed Scanners	4.00%	SHI's Full Catalog of Other
		201) Mobile Scanners	4.00%	SHI's Full Catalog of Other
		202) Network Scanners	4.00%	SHI's Full Catalog of Other
		203) Sheet fed Scanners	4.00%	SHI's Full Catalog of Other
		204) Wide Format Scanners	4.00%	SHI's Full Catalog of Other
		205) Workgroup / Department Scanner	4.00%	SHI's Full Catalog of Other
		206) Build to Order Desktops	4.00%	SHI's Full Catalog of Other
		207) Nettop	4.00%	SHI's Full Catalog of Other
		208) Point of Sale	4.00%	SHI's Full Catalog of Other
		209) Ultra Small Form Factor	4.00%	SHI's Full Catalog of Other
		210) Apple / Mac Memory Upgrades	4.00%	SHI's Full Catalog of Other
		211) Chips / SIMMs/SIPPs / ROMs	4.00%	SHI's Full Catalog of Other
		212) Computer Cases	4.00%	SHI's Full Catalog of Other
		213) CPUs / Fans	4.00%	SHI's Full Catalog of Other
		214) Memory Accessories	4.00%	SHI's Full Catalog of Other

		215) Motherboards / Chassis	4.00%	SHI's Full Catalog of Other
		216) 1 - 2 port Serial Boards	4.00%	SHI's Full Catalog of Other
		217) 3+ port Serial Boards	4.00%	SHI's Full Catalog of Other
		218) Console Server	4.00%	SHI's Full Catalog of Other
		219) Device Server	4.00%	SHI's Full Catalog of Other
		220) Terminal Server	4.00%	SHI's Full Catalog of Other
		221) Content Management	4.00%	SHI's Full Catalog of Other
		222) Firewall / VPN Appliances	4.00%	SHI's Full Catalog of Other
		223) Multifunction Security Appliances	4.00%	SHI's Full Catalog of Other
		224) Network Camera Accessories	4.00%	SHI's Full Catalog of Other
		225) Network Cameras	4.00%	SHI's Full Catalog of Other
		226) Physical/Environmental Security	4.00%	SHI's Full Catalog of Other
		227) Security Appliance Accessories	4.00%	SHI's Full Catalog of Other
		228) Security Tokens	4.00%	SHI's Full Catalog of Other
		229) Unified Threat Management	4.00%	SHI's Full Catalog of Other
		230) 2-way Radios / Walkie Talkies	4.00%	SHI's Full Catalog of Other
		231) Apple Notebooks	4.00%	SHI's Full Catalog of Other
		232) Convertible PCs / Slate PCs / iPad	4.00%	SHI's Full Catalog of Other
		233) iPad	4.00%	SHI's Full Catalog of Other
		234) Slate Tablet Computers	4.00%	SHI's Full Catalog of Other

		235) GPS / PDA	4.00%	SHI's Full Catalog of Other
		236) Wireless Communication Devices	4.00%	SHI's Full Catalog of Other
		237) Batteries	4.00%	SHI's Full Catalog of Other
		238) Power Supplies / Adapters	4.00%	SHI's Full Catalog of Other
		239) Rackmount Equipment	4.00%	SHI's Full Catalog of Other
		240) Remote Power Management	4.00%	SHI's Full Catalog of Other
		241) Surge Suppressors	4.00%	SHI's Full Catalog of Other
		242) UPS / Battery Backup	4.00%	SHI's Full Catalog of Other
		243) 14" & smaller LCD Display	4.00%	SHI's Full Catalog of Other
		244) 15-19" LCD Display	4.00%	SHI's Full Catalog of Other
		245) 15-19" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		246) 15-19" Wide LED Display	4.00%	SHI's Full Catalog of Other
		247) 20-30" LCD Display	4.00%	SHI's Full Catalog of Other
		248) 20-30" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		249) 20-30" Wide LED Display	4.00%	SHI's Full Catalog of Other
		250) PCoIP and Zero Client Displays	4.00%	SHI's Full Catalog of Other
		251) Arm Mounts	4.00%	SHI's Full Catalog of Other
		252) Ceiling Mounts	4.00%	SHI's Full Catalog of Other
		253) Combo Mounts	4.00%	SHI's Full Catalog of Other
		254) Desktop Stands / Risers	4.00%	SHI's Full Catalog of Other

		255) Flat Wall Mounts	4.00%	SHI's Full Catalog of Other
		256) Mount Accessories	4.00%	SHI's Full Catalog of Other
		257) Pole Display	4.00%	SHI's Full Catalog of Other
		258) Stands / Carts / Feet	4.00%	SHI's Full Catalog of Other
		259) Tilt Wall Mounts	4.00%	SHI's Full Catalog of Other
		260) C-Cure Products	4.00%	SHI's Full Catalog of Other
		261) Istar Products	4.00%	SHI's Full Catalog of Other
11)	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE
		Design and Analysis	\$ 125.00	4%
		Configuration	\$ 165.00	4%
		Implementation	\$ 185.00	4%
		Installation	\$ 185.00	4%
		Training	\$ 99.00	4%
		Maintenance & Support	\$ 99.00	4%
		All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract.		

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

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

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

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

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

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, indirect, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.
- Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **(RESERVED)**
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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

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

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

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

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



COUNCIL MINUTES

February 5, 2018

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

COUNCIL PRESENT

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

COUNCIL ABSENT

None

OFFICERS PRESENT

Christopher Brady
Dee Ann Mickelsen
Jim Smith

Mayor's Welcome.

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

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

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

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

Carried unanimously.

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

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

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

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

*3-b. AMC Superstition East 12

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

*3-c. ATL Wings

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

*3-d. Elgin Distillery

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

*3-e. Village of Elgin Winery

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

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

*4-a. Turf Paradise, TP Racing LLLP

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

5. Take action on the following contracts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Take action on the following resolutions:

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

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

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

Staff Recommendation: Approval with conditions

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

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

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

Staff Recommendation: Approval with conditions

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

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

Staff Recommendation: Approval with conditions

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

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

Staff Recommendation: Approval with conditions

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

9. Take action on the following subdivision plat:

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

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

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

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

ATTEST:


DEE ANN MICKELSEN, CITY CLERK




JOHN GILES, MAYOR

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


DEE ANN MICKELSEN, CITY CLERK

National Cooperative Contract

National Intergovernmental Purchasing
Alliance Company

Information Technology Solutions





October 23, 2017

National IPA
City of Mesa
702 Capitol Avenue, Room 095
Frankfort KY 40601

Dear Ms. Williams:

Thank you for providing SHI the opportunity to participate in the City of Mesa's Request for Proposal for Information Technology Solutions and Services.

Before you read our response, please know that the soul of our company is supported by thousands of empowered employees who work together to determine the best course of action for our customers. We are a privately-owned company, and as such, our customers are our most valued shareholders. We are honored to have the opportunity to work with the City of Mesa. We have been pleased to work with the City for your software needs and other IT purchases over the last 6 years, and we will work diligently to ensure that this long-term relationship continues to provide value for you.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other vendors may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In response to your bid requirements, we have provided our cost response under separate cover. If you have any questions regarding our response, please feel free to contact me or any of your SHI Team Members, introduced in our Letter of Transmittal.

Thank you again.

Sincerely,

A handwritten signature in blue ink, appearing to read "Meghan Flisakowski".

Meghan Flisakowski
Public Program Manager



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TAB 1 - LETTER OF TRANSMITTAL.

A brief letter of transmittal should be submitted that includes the following information:

- 1. The Respondent's understanding of the work to be performed.*
- 2. A positive commitment to perform the service within the time period specified.*
- 3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.*

SHI Response:

SHI thanks you for the opportunity to participate in The City of Mesa's/National IPA's solicitation for Information Technology Solutions and Services. We are confident that our deep commitment to those we serve will prove a strong foundation on which the City of Mesa, National IPA, and SHI can build. We clearly understand the scope of work to be performed and, in the following pages, have provided a complete solution to your specific request, including:

- A detailed account of SHI's national presence and our strategy for educating our national sales force about the contract;
- A clear explanation of how products and services will be distributed to various locations throughout the City and marketed nationwide;
- An articulated plan describing how volume will be tracked and reported to National IPA;
- Detailed descriptions of product lines and services for City of Mesa and provided by SHI.

SHI's Commitment to City of Mesa

We are positively committed to perform successfully the services requested for an initial five year term from January 1, 2018 to December 31, 2022. SHI is proud to be ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers – a ranking that stems in part from our long-standing, excellent relationships with our customers and partners. Founded in 1989, SHI has cultivated an expert team that works collaboratively to ensure programs and projects are delivered on time, on budget, and far above expectations. With over 3,500 employees worldwide, including an organization dedicated specifically to the needs of the public sector, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States. Our individual team members, dedicated to working for City of Mesa and National IPA, are what make SHI an exceptional choice for your Information and Technology Solutions and Services; your account team, which will stay loyally engaged with the City of Mesa and National IPA, is detailed below.

SHI's Team Approach

Putting our people in place to support the City of Mesa and National IPA is where we start. We believe that our team members must be empowered and have autonomy to respond to your requests. Additionally, we have ensured that your SHI support team has the training and resources they need to provide you with immediate, accurate, up-to-date information and the authority to take action for you whenever you need.

SHI has experienced tremendous growth in size and scope in response to our customers' expanding needs. Our organic growth, in conjunction with over two decades of stability, is successful because we

support a highly-skilled and tenured sales force with software-volume licensing experts, hardware procurement specialists, and certified IT services professionals.

As SHI has grown, we have retained the flexibility we are known for, in order to remain agile for our customers. For instance, we have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

The City of Mesa will have the support of the entire SHI team:

Denise Verdicchio: Senior Director of Public Sector Sales. Denise has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and directly supports her team in the public sector; she has executive authority to approve terms and resolve issues and responds to inquiries within 8 business hours.



Alison Turner: Regional Director, Public Sector West. Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.



Amelia Jakubczyk: Account Executive. Amelia develops relationships with representatives throughout City of Mesa in support of all the city's IT needs. Amelia will conduct face-to-face meetings to understand the city's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the city's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area and specifically with the City of Mesa for over 5 years and is excited to work with the city on this new endeavor!



Scott Garret: Contract Manager. Scott works closely with Amelia and the sales teams to ensure the sales teams are fully educated on the guidelines of the City of Mesa and IPA contract, including the reporting requirements. Scott will also work with the City and IPA to ensure we are providing necessary reports, accurately capturing the requested information, and to assist with any other contract-related requirements.



Inside Account Managers (IAM)—In partnership with the Account Executives in the field, our IAMs maintain direct relationships with you and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. IAMs execute the plan established by the Account Executives for City of Mesa. We will evaluate the team regularly and add members as needed to ensure exceptional customer service. The City of Mesa's dedicated Inside Account Manager Team consists of the following members:

Corrin Bennett (Inside Team Manager)

Phone: 732-652-0335

Fax: 732-564-8332

Rob DiGiovanni

Phone: 732-652-7408

Fax: 732-537-7287

EJ Williams

Phone: 732-652-6596

Fax: 732-537-7287

Jason Mitchell

Phone: 732-652-4710

Fax: 732-537-7287

Team Alias: teamarizona@shi.com



Detailed information on our national presence and how we will support National IPA members across the country are included in our response.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent \$6.6m with SHI, mostly in software and other miscellaneous products.

Thank you again for the opportunity to show you why SHI is the best partner for City of Mesa and National IPA; we are eager to present our proposal to you, and we are confident that both the quality of our services outlined in our response and the deep level of our commitment to City of Mesa and National IPA will make us a convincing partner for your Information Technology Solutions and Services needs. We look forward to continuing to build upon our strong and successful relationship with the City of Mesa.

TAB 2 - PROGRAM DESCRIPTION AND METHOD OF APPROACH.

Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. *Provide a response to the national program.*

- a. *Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.*
- b. *The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.*

SHI Response:

Immediately following is the response to Attachment D, Exhibit A and Attachment D, Exhibit B. SHI acknowledges the requirement to sign Attachment D if awarded the contract. We have provided our clarifications to terms and look forward to the opportunity to review and negotiate a mutually agreeable contract.

ATTACHMENT D - SUPPLIER QUALIFICATIONS

COMPANY

- A. *Brief history and description of your company.*
- B. *Total number and location of sales persons employed by your company.*
- C. *Number and location of support centers (if applicable).*
- D. *Annual sales for the three previous fiscal years.*
- E. *Submit your FEIN and Dunn & Bradstreet report.*

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a \$1 million "software-only" regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of \$7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of \$8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

Our breadth and depth of experience on Public Sector contracts of similar size and scope position us well for success as a partner with National IPA and the City of Mesa. Specifically for this contract, we are prepared to:

- Provide value by delivering an extensive catalog of items in each category accurately and efficiently;
- Offer consistent, aggressive pricing and world-class support to public entities regardless of size;
- Collaborate with National IPA to market this contract to public entities across the country.

With 28 years of experience supporting contracts that are similar in nature, complexity, responsibility, and scope to National IPA's request, we are ready to deliver on all of these requirements and more. SHI is able to provide our customers with full IT solutions, from commodity software and hardware to full end-to-end datacenter solutions. SHI offers a wealth of products, services, and resources which are all specifically in line with the requirements of this contract. This is, at our core, what we do – and the reason we will excel in the fulfillment of this contract more than other organizations who might have diverted focus. National IPA and City of Mesa users will benefit from SHI's laser focus on being the best at delivering the products and services they need, while continuing to keep our costs aggressive. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. We work constantly to understand your business and personnel and to stay current with your unique, evolving challenges.

Company Structure and Organization

SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and by geography. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is to be face-to-face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group, totaling over 150 professionals, is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, and product information.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular and transparent communication with our customers. SHI Account Executives meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products, regardless of size.

Public Sector Regional Management Team

WEST

Regional Director: Alison Turner
425-974-5997
Alison_Turner@shi.com

Inside Sales Managers:
Northwest: Corrin Bennett
732-652-0335
Corrin_Bennett@shi.com

California: Scott Kent
732-652-6641
Scott_Kent@shi.com

CENTRAL

Regional Director: Brian Gomez
312-802-2766
Brian_Gomez@shi.com

Inside Sales Manager: Tyshon Crawley
732-652-8117
Tyshon_Crawley@shi.com

SOUTH CENTRAL

Regional Director: Darron Gross
512-732-8021
Darron_Gross@shi.com

Inside Sales Managers:
Texas Gov/MOKA: Kerri Fitzmorris
732-584-8343
Kerri_Fitzmorris@shi.com

Southcentral/West: Bobby Petrucci
732-868-6072
Robert_Petrucci@shi.com

Texas Education: Pat Jaron
732-564-8104
Pat_Jaron@shi.com

Senior Director of Public Sector Sales
Denise Verdicchio
908-884-1389
Denise_Verdicchio@shi.com

Director of Inside Sales - Public Sector
Yara Ismail
732-537-7240
Yara_Ismail@shi.com

NORTHEAST

Regional Director: Barb West
508-954-4449
Barbara_West@shi.com

Inside Sales Managers:
Northeast: Mike McCaffery
732-652-6606
Michael_McCaffery@shi.com

Northeast/Southeast/East/
Central/Federal: Terrance Bridgers
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Terrance_Bridgers@shi.com

EAST

Regional Director: Rich Pugh
917-854-5282
Rich_Pugh@shi.com

Inside Sales Managers:
NJ/NY: John Cella
732-652-7621
John_Cella@shi.com

PA/MD/DE/WV/VA: Zeshan Khan
732-564-8161
Zeshan_Khan@shi.com

SOUTHEAST

Regional Director: Michael Bench
352-250-2101
Michael_Bench@shi.com

Inside Sales Manager: Jennifer Huseeth
732-868-6286
Jennifer_Huseeth@shi.com

SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher-ed institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. SM Sled is based out of our global headquarters in Somerset, NJ and consists of a team of 170 Inside Account Executives (IAEs) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
908-884-1389

SM SLED, Local Government



WEST
Paul Marsicano
732-652-0839
Josh Reyes
732-652-0311

Inside Team
Billy Howarth
Chris Cabrera
David Morrison

Devone Bennett
Gregg Cambareri
Irene Cook
Joe Burst
Jonathan Koffler
Michael Klotz
Pete Garay
Sebastian Psak

SOUTHCENTRAL
Alan Frost
732-652-0290
Jess Crincoli
732-868-8731

Inside Team
Andrew Baicher
Ashley Marfo

Erika Korsak
James Impelizeri
Jemilah Alghali
Jessica Vos
Juan Martinez
Nick Corvino
Sloane Endick
Steve Katz

SOUTHEAST
Amanda Calimano
732-564-8362
Kevin Mariano
732-564-8516

Inside Team
Bryan Hunt
Bryan Thompson
Danielle Maloney

David Lloyd
Gary Wilson
Jim Grogan
Kaleigh Maffei
Lauren Rallis
Lou Malvasi
Pat Connolly
Vinnie Pini

Director, Small/Medium Public Sector, Enterprise - SLED

Steven Nemeth
732-537-7246

CENTRAL
Amy Catapano
732-652-0294
Chris Cashin
732-868-8821

Inside Team
Anthony Risorto
Charlie McClelland
Chris Costello

David Vieira
Garrett Cookson
Gurdeep Bhalla
John Mercurio
Michael Vassos
Pat Swinarski
Ryan Baicher
Ryan Brennan
Will Ricketts

NORTHEAST
Lauren Howlin
732-564-8505

Inside Team
Kayla Williams
Kristen Goers
Monique Chedid
Parker Jensen
Thomas Flatley
Tyler Daniel

EAST
Dan Sutton
732-564-8223
Kevin VanBuskirk
732-652-0271

Inside Team
Alex MacDonald
Brianna Jack
Chris Rebele
Dan Nemeth
Dianna Lee
Gabiella Viola
Jeff Prudente
Kevin Gordon
Kwame Eshun
Mat Schenck
Samantha Rebimbas
Tom Monks



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Senior Director, SLED Field
Denise Verdicchio
 908-884-1389

SM SLED, Education



NORTHEAST

Lauren Howlin
 732-564-8505

Higher Education
 Meredith Chupka

K-12

Dave Alfaro
 John Batista
 Kayla Williams
 Maya Oliver

Mike Mieszkuc

Monique Chedid

Parker Jensen

Pete Gerbeby

Stephanie Umbach

Zack Fingerhut

WEST

Paul Marsicano

732-652-0839

Josh Reyes

732-652-0311

Higher Education

Joseph Nelson

Michael Gabrael

K-12

Andrew Falzon
 Billy Howarth
 Brandon Malebranche

Chris Asare

David Morrison

Devone Bennett

Eric Discepolo

Fernando Correia

Francesca Lima

Gregg Cambareri

Grieg Tan

Irene Cook

Joe Burst

Jonathan Koffler

Lauren Budzinski

Mark Harrel

Nick McManus

Nick Voelker

Nicole DePaola

Pete Garay

Ryan Csordas

Steven Torres

CENTRAL

Amy Catapano

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Chris Cashin

732-868-8821

Higher Education

Michael Farinero

K-12

Andrew Lee
 Anthony Risorto
 Brittanni Kennedy

Chris Costello

Chris Imperiale

Dan Pestalozzi

Ian Robinson

Jean Mombrun

Jenn Rojek

Jim King

John Allen

John Firestone

Katie Abeltin

Matthew Liss

Michael Williamson

Omar Salim

Shanique Wilson

Sonja Urnston

Stefanie Weg

Stephanie Hawley

Symeja Seji

Victoria Pelosi



EAST

Dan Sutton

732-564-8223

Kevin VanBuskirk

732-652-0271

Higher Education

Dan Farina

Kristian Biancan

K-12

Ashley DeLia
 Bobby Hammer
 Bradley Straight
 Carmen Sotomayor
 Chris Bielak
 Cody Dembiec
 Cody Pace

Dan Nemeth

Dave Panella

Dean Caravito

Erin Manning

Gab Smith

Josh Katz

Kevin Gordon

Mike Mieszkuc

Mike Zmachinski

Natalie Nicosia

Patrick Goldsmith

Ryan Kachel

Ryan Simio

Steven Mikulewicz

Suzi Oganessian

Taariq Phillips

Tom Monks

Tori Huber

SOUTHEAST

Amanda Calimano

732-564-8362

Kevin Mariano

732-564-8516

Higher Education

Edward McGovern

Jonathan Velez

K-12

Alexis Keresztes
 Alfred Sarpel
 Bryan Thompson

Christopher Heroux

Dave Biancamano

Desiree Kersulic

Gary Wilson

Greg Spoletti

James Geary

Joelle Soto

Kaleigh Maffei

Lauren Rallis

Marta Matera

Patrick D'Arcangelo

Sebastian Paak

Thomas Morrow

Vinnie Pini

SOUTHCENTRAL

Alan Frost

732-652-0290

Jess Crincoli

732-868-8731

Higher Education

John Appiah

Rashi ShahDillard

K-12

Alex Melore
 Andrew Lawler
 Ashley Marfo
 Christina Santos
 Collin Gumbiner
 Gareth Bevan
 Jesse Meyer
 John Firestone

Justin Chisari

Michael Rutledge

Nick Corvino

Nick Loughlin

Ross Gerhart

Roy Colicchio

Sam Martin

Stephanie Lane

Tyler Freidell

Will Fleming

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Sales Support Organizations

SHI has the largest team of Software and Licensing Specialists in the industry who are prepared to support our customers and our sales teams in whatever manner possible. SHI has the expertise in managing the varied features of the Publisher Licensing Programs; our award-winning team of Software and Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.

Over the past decade, IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to this, and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor-neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white



boarding, proof of concepts, and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.



Annual Sales

	2014	2015	2016	2017 YTD
K-12 (public & private), Educational Service Agencies	160,000,000	200,000,000	232,000,000	203,000,000
Higher Education Institutions	190,000,000	245,000,000	249,000,000	222,000,000
Counties, Cities, Townships, Villages	345,000,000	400,000,000	465,000,000	354,000,000
States	530,000,000	600,000,000	674,000,000	530,000,000
Private Sector	4,640,000,000	5,211,000,000	5,821,000,000	4,680,000,000
Total	5,865,000,000	6,656,000,000	7,441,000,000	5,989,000,000

FEIN and D&B

SHI FEIN: 22-3009648

D&B Number: 61-142-9481 – SHI has included a copy of our D&B report as an Attachment to this response.

DISTRIBUTION, LOGISTICS

- A. Describe how your company proposes to distribute the products/service nationwide.*
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.*
- D. State any return and restocking policy and fees, if applicable, associated with returns.*
- E. Describe the full line of products and services offered by your company.*

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing. All products will be offered to National IPA members at or below bid pricing for the life of the contract.

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy, in which case we note this to the customer. In order to request a return, a customer first contacts the customer's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the customer/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the IPA customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit the customer's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the customer, who signs and returns the form. To help simplify and expedite the process, SHI takes care of the rest – processing the letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

SHI has a diversified product line that includes a broad range of computer products and services. Leading manufacturers have established SHI as an authorized partner. If awarded, National IPA contract users will benefit from having access to one of the most extensive IT product catalogs in the industry. The following lists contain a snapshot of some of the manufacturers whose products SHI is authorized to sell. If, by chance, we are not authorized for a specific product line that is of interest to a member, we will work with the manufacturer to become authorized. Upon award, we will work with National IPA to create a catalog inclusive of all products/partners that you would like to include.

Hardware and Software Partners



Mobility



Emerging Partners



Security



Accessories



BELKIN.

C2G.

CODI.



G GRIFFIN

INCIPIO®



Kensington

logitech



plantronics® StarTech.com
Hard-to-find made easy®

Display Solutions

acer

ASUS®

InFocus



NEC

ViewSonic®

Sourcing Non-Standard Products

SHI is committed to sourcing any product that our customers consider standard. In fact, one of our greatest strengths as a reseller has been our ability and willingness to source and purchase any product on our customers' behalf. This process is fast and efficient. SHI allows our Inside Account Managers to source products themselves, and to add them to SHI's product catalog without the assistance of another department. This means that a customer can request a product that does not currently exist in SHI's catalog, and that your Inside Account Manager will provide pricing and enter the customer's order within hours, rather than days.

MARKETING AND SALES

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:*
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days*

SHI Response:

SHI realizes the value of partnering with a widely respected organization like National IPA. Upon award this partnership would be immediately announced to the entire company, starting with our President and CEO, Thai Lee. This would be done via email to Thai along with the rest of the SHI Leadership, both sales and internal support. In addition, we would post an article on SHI's internal sharepoint site and announce on our upcoming all hands call.

SHI has retained a small business feel despite our growth. Denise Verdicchio, Sr. Director of Public Sector has worked for SHI for 22 years. She is personally working on this response and will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. She, along with the rest of the Public Sector leadership, is fully committed to the success of this contract. National IPA and its members will benefit from this personal touch and commitment to success.

Ongoing training of our sales force on this contract will be critical to our success. Within the first week of award, SHI plans to have a call including all of our Public Sector Senior Leadership and Public Sector Marketing team as well as the appropriate sales, marketing, and contract personell for National IPA to create a specific design to enable our entire sales team. Discussion points will include:

- Train and enable all SHI Public Sector Field Account Executives and leadership
- Train and enable SHI's SM Sled Inside Account Executives and leadership
- Announce contract strategies such as social media, targeted email blasts, and press releases
- Facilitate current member market strategy
- Facilitate perspective member market strategy
- Create ongoing marketing plans.

We respectfully suggest having weekly touch point calls with Denise and the Public Sector marketing team until the contract is officially launched. Continuing monthly review calls over the life of the contract will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Exectutives live all over the country, we find the most efficient way to conduct traning and enablement is with regional webcasts. There are on average 20 Account Executives per region so this will allow each call to have a more collaborative feel and allow for in-depth questions and answers.

We would love to have National IPA conduct live training sessions at our global headquarters in Somerset, NJ for our SM Sled organization as well as any local Account Executives. In addition, we would welcome the opportunity to present SHI's overall capabilities to the National IPA team.

SHI would expect this initial training to take place within the first 60 days of contract award. From there, we can work closely with National IPA to create an ongoing training plan, including quarterly touchpoints with the Regional Teams. We would like to include the National IPA team on future in-person meetings to facilitate better relationships between our sales organizations.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- iii. Creation and distribution of a co-branded press release to trade publications*
- iv. Announcement, contract details and contact information published on the Supplier company website within first 90 days*
- v. Design, publication and distribution of co-branded marketing materials within first 90 days*
- vi. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
- vii. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.*
- viii. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
- ix. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
- x. Dedicated National IPA internet web-based homepage on Supplier website with:*
 - National IPA standard logo;*
 - Copy of original Request for Proposal;*
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;*
 - Summary of Products and pricing;*
 - Marketing Materials*
 - Electronic link to National IPA's website including the online registration page;*
 - A dedicated toll free number and email address for National IPA*

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via

National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the National IPA team, alongside Denise and the entire Public Sector leadership team, will work with the following people on this team in creation and execution of this marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Create a co-branded press release and work quickly to distribute to agreed-upon trade publications
- Post announcement along with contract details and contact information to www.shi.com
- Begin design of co-branded marketing materials including print, electronic, email, and presentations
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads
- Create social media strategy
- Design and implement National IPA secured website on www.shi.com including National IPA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective National IPA members
- Implement initial social media strategy

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series
- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next ninety day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. National IPA has our commitment to participate at specified shows as well as looking for additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside National IPA suppliers. We are happy to assist National IPA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with National IPA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). The State is welcome to attend these at no additional charge.

Custom Events - SHI will help National IPA coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

Immediately following is a sample marketing plan.

1. Overview

SHI has transformed itself from a \$1 million "software-only" regional reseller into a \$7.5 billion global provider of information technology products and services. From software and hardware procurement to deployment planning, configuration, data center optimization, IT asset management and cloud computing, SHI offers custom IT solutions for every aspect of your environment. Privately-held and under the guidance of our current ownership since 1989, SHI's goal is to foster long-term and mutually-beneficial relationships with our customers and partners every single day.

With 3,500 employees worldwide, SHI is the largest Minority/Woman Owned Business Enterprise (MWBE) in the United States and is ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers.

SHI has a dedicated Public Sector sales force focused on selling solely to state and local government, K-12 schools, and higher education institutes. Digital Learning is one of SHI's core vertical sales initiatives for our education team, making a long-term relationship with National IPA a natural fit.

2. Potential Marketing Strategies

Social media SHI has an active presence on Twitter, LinkedIn, Facebook, and Instagram. We closely follow industry trendsetters and advertise new services, agreements, and relevant articles as they relate to our customers. We also use these platforms to amplify SHI Blog articles about new buying vehicles for SHI and our customers.

Targeted email blasts SHI's marketing team can create HTML email templates designed to inform thousands of targeted proprietary contacts about new contracts.

Ongoing enablement training for our K-12 sales force. Via our regularly scheduled roundtable calls, internal newsletters, live webinar trainings and in-person presentations, we strive to familiarize our sales reps with all new offerings so they are prepared to serve our customers. Additionally, we offer live webinars and trainings for our customers when relevant to keep them abreast of the latest IT news.



2. Potential Marketing Strategies (Continued)

Press Releases SHI uses our corporate website (SHI.com) and Business Wire to make important announcements, including occasionally highlighting strategic new contracts.

Events SHI attends and supports a plethora of events, often spearheaded by local SHI AEs to educate our customers on our resources. These include but are not limited to: co-sponsored regional IT events, road shows, customer-facing conventions, and webcasts.

These types of events allow SHI to market key differentiators to our clientele, including purchasing cooperatives such as National IPA.

Education-specific trade shows/conferences SHI attends many of the top trade shows in the education industry, and we use these opportunities to highlight key resources available to us to our customers, including education contracts.

The biggest of these shows is ISTE, the most comprehensive educational technology conference in the world for the past 30+ years with 18,000+ attendees.

SHI Blog and SHI.com Our subject matter experts, account executives, and partners contribute stories regularly to our customer-facing blog, informing them on insights, trends, and challenges impacting the IT industry today. We measure each post's impact through best of breed SEO and web analytics practices. Since our blog has a wide-ranging audience, our Public Sector marketing team is included in writers' meetings to ensure that we are effectively reaching our government and education-specific customers.

We have dedicated contract pages on our public-facing website highlighting key contract vehicles.



3. Closing Statement

SHI's National IPA contract provides us with the ability to continue servicing public sector together. SHI has demonstrated its distribution capability in generating revenue, creating interest for partner products and in transforming the way our mutual customers build, deliver and consume information technology. We have everything it takes to be successful in supporting this contract.

B. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SHI Response:

SHI realizes that the transition process is essential to National IPA's success. Below, please find a brief explanation, along with visual support, of SHI's collaborative process. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes six (6) areas of focus to help ensure National IPA's transition is successful:

1. Manufacturer Supply and Pricing Agreements
2. Product Standards
3. Dedicated Account Team and Team Tools
4. Custom/Customer Specific Reports
5. Order Acknowledgement Customization
6. Non e-Procurement Site Implementation: SHI.com

For each of these six areas, SHI and National IPA will work collaboratively on identified tasks to complete implementation of Information Technology Solutions. The breakdown of these tasks is outlined below.

Area of Transition	SHI Task to be Performed	National IPA (member) Task to be Performed
Manufacturer Supply and Pricing Agreements	Create a contract/agreement document in the SHI System	Identify all existing customer/manufacture agreements
	Identify source(s) of supply	
	Request/plan for routine product/price updates from any non-automated price feed from manufacturer	Submit letter to manufacturer naming SHI as agent/reseller for customer
	Set up customer specific SKU's as applicable	Identify customer policy for manufacturer selection and orders
	Create training/information documents on customer requirements for internal use	Identify any IT refreshes already in process so that SHI is able to best assist customer.
	Publish customer terms, pricing, contracts, and processes and policies to SHI's Internal SharePoint site for customer	

Create customer-ready marketing efforts to inform all authorized purchases about the new contract begin request authorization process and identify SHI requirements for any applicable manufacturers

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Product Standards	<p>Work with manufacturers or distributors to set inventory levels, if applicable</p> <p>Flag standard products in customer catalog at item level</p> <p>Place first inventory order, if applicable</p> <p>Create process documentation and update to SHI internal SharePoint site</p> <p>Set custom fields for customer order entry to identify and capture order-specific information that City would like to maintain</p>	<p>Identify customer standards</p> <p>Forecast volume on any IT inventory requirements, if applicable</p> <p>Define non-standard request process for customer and SHI approval validation for processing, if applicable</p>

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Dedicated Account Team and Team Tools	<p>Introduce City of Mesa to its dedicated sales team</p> <p>Train all team members on pricing and terms for City of Mesa contract</p> <p>Ensure that City of Mesa is aware of best customer-specific email alias for their use</p> <p>Verify proper setup of team folders in Outlook</p>	<p>Identify any specific requirements for City</p>

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Custom/Customer Specific Reports	<p>Define custom fields that City of Mesa may wish to capture</p> <p>Establish reporting schedule</p> <p>Establish distribution list</p> <p>Validate custom fields transmitted in e-procurement and non-e-procurement orders</p> <p>Program data labels and list of values in order entry to capture information</p> <p>Set order types: Standard, non-standard, replacement, expedite</p> <p>Submit report requirements to Web Administration</p> <p>Develop and test reports</p>	<p>Define custom fields that City wishes to capture</p> <p>Establish reporting schedule</p> <p>Establish distribution list</p> <p>Establish report layout and report type/requirements</p>

Introduce and train City of Mesa on SHI reporting tools

Set user permissions

<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
Order Acknowledgement Customization	SHI account team customize in SCII	Define City of Mesa specific content
	Test order acknowledgement documents	Define intended recipients of notifications, such as Order of Acknowledgement
<i>Area of Transition</i>	<i>SHI Task to be Performed</i>	<i>National IPA (member) Task to be Performed</i>
SHI.com non e-Procurement site implementation	Define organization/site requirements (process flow)	Define organization/site requirements (process flow)
	Define system users and set up permissions	Define system users and set up permissions
	Design SHI.com customer specific implementation	Define approval process and billing process/requirements
	Define/build any additional catalog requirements	Define catalogue content
	Define SHI.com special verbiage requirements	Test system and processes
	Connect users to City of Mesa-specific catalogues	
	Conduct user demonstration and training sessions for City of Mesa	

- C. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.*

SHI Response:

SHI acknowledges and can comply.

- D. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:*
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
 - ii. Best government pricing*
 - iii. No cost to participate*
 - iv. Non-exclusive contract*

SHI Response:

National IPA will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country.

SHI's Public Sector sales force will be actively promoting the availability of National IPA to customers and prospects across the country. With the assistance of our Public Sector marketing team, all leads that are generated will be followed up immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the National IPA logo and reference the required information as required by this RFP.

*F. Supplier is responsible for the training of its national sales force on the Master Agreement.
At a minimum, sales training should include:*

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA*
- iv. Knowledge of benefits of the use of cooperative contracts*

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed above, the sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the Public Agencies that can utilize this agreement, and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available for use.

G. Provide contact information for the person(s), who will be responsible for:

- i. Marketing*
- ii. Sales*
- iii. Sales Support*
- iv. Financial Reporting*
- v. Contracts*

SHI Response:

In order to provide the most seamless and efficient service to National IPA, we will be providing one primary point of contact. If other people are needed to address the situation, Scott will quickly make connections with the appropriate people and stay involved until the situation is addressed completely.

Scott Garrett
Public Sector Operations Specialist
732-868-5915
Scott_Garrett@shi.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

SHI Response:

As previously articulated, SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:


- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured by vertical and geography. We have over 120 Account Executives (AE's) who live and work in their territories. The emphasis is on having them be face to face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Managers (IAM's). This group totaling over 150 professionals is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, product information etc.



Public Sector Regional Management Team

WEST

Regional Director: Allison Turner
425-974-5997
Allison_Turner@shi.com

Inside Sales Managers:
Northwest: Corrin Bennett
732-652-0335
Corrin_Bennett@shi.com

California: Scott Kent
732-652-6641
Scott_Kent@shi.com

CENTRAL

Regional Director: Brian Gomez
312-802-2766
Brian_Gomez@shi.com

Inside Sales Manager: Tyshon Crawley
732-654-8117
Tyshon_Crawley@shi.com

SOUTH CENTRAL

Regional Director: Darron Gross
512-732-8021
Darron_Gross@shi.com


Inside Sales Managers:
Texas Gov/MOKA: Kerri Fitzmorris
732-654-8343
Kerri_Fitzmorris@shi.com

Southcentral/West: Bobby Petrucci
732-658-6072
Robert_Petrucci@shi.com

Texas Education: Pat Jaron
732-654-8104
Pat_Jaron@shi.com

Senior Director of Public Sector Sales
Denise Verdichio
908-884-1389
Denise_Verdichio@shi.com

Director of Inside Sales - Public Sector
Yara Ismail
732-637-7240
Yara_Ismail@shi.com



NORTHEAST

Regional Director: Barb West
508-954-4449
Barbara_West@shi.com

Inside Sales Managers:
Northeast: Mike McCaffery
732-652-6606
Michael_McCaffery@shi.com

Northeast/Southeast/East/
Central/Federal: Terrance Bridgers
732-652-6598
Terrance_Bridgers@shi.com

EAST

Regional Director: Rich Pugh
917-854-5282
Rich_Pugh@shi.com

Inside Sales Managers:
NJ/NY: John Cella
732-652-7621
John_Cella@shi.com

PA/MD/DE/WV/VA: Zeshan Khan
732-654-8161
Zeshan_Khan@shi.com

SOUTHEAST

Regional Director: Michael Bench
352-250-2101
Michael_Bench@shi.com

Inside Sales Manager: Jennifer Huseth
732-658-6286
Jennifer_Huseth@shi.com

Denise Verdicchio
Sr. Director Public Sector
908-884-1389
Denise_verdicchio@shi.com

Yara Ismail
Director of Enterprise Inside Sales – Public Sector
732-537-7240
Yara_ismail@shi.com

SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher education institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. This division is based out of our global headquarters in Somerset, NJ. This team consists of 170 Inside Account Executives (IAE's) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
 908-884-1389

SM SLED, Local Government



WEST
 Paul Marsicano
 732-652-0839
 Josh Reyes
 732-652-0311

Inside Team
 Billy Howarth
 Chris Cabrera
 David Morrison

Devone Bennett
 Gregg Cambareri
 Irene Cook
 Joe Burst
 Jonathan Koffler
 Michael Klotz
 Pete Garay
 Sebastian Psak

**Director, Small/Medium Public Sector,
 Enterprise - SLED**
Steven Nemeth
 732-537-7246

CENTRAL
 Amy Catapano
 732-652-0294
 Chris Cashin
 732-868-8821

Inside Team
 Anthony Risorto
 Charlie McClelland
 Chris Costello

David Vieira
 Garrett Cookson
 Gurdeep Bhalla
 John Mercurio
 Michael Vassos
 Pat Swinarski
 Ryan Baicher
 Ryan Brennan
 Will Ricketts

NORTHEAST
 Lauren Howlin
 732-564-8505

Inside Team
 Kayla Williams
 Kristen Goers
 Monique Chedid
 Parker Jensen
 Thomas Flatley
 Tylere Daniel

SOUTHCENTRAL
 Alan Frost
 732-652-0290
 Jess Crincoli
 732-868-8731

Inside Team
 Andrew Baicher
 Ashley Marfo

Erika Korsak
 James Impellizzeri
 Jemilah Alghali
 Jessica Vos
 Juan Martinez
 Nick Corvino
 Sloane Endick
 Steve Katz

SOUTHEAST
 Amanda Calimano
 732-564-8362
 Kevin Mariano
 732-564-8516

Inside Team
 Bryan Hunt
 Bryan Thompson
 Danielle Maloney

David Lloyd
 Gary Wilson
 Jim Grogan
 Kaleigh Maffei
 Lauren Rallis
 Lou Malvasi
 Pat Connolly
 Vinnie Pini



EAST
 Dan Sutton
 732-564-8223
 Kevin VanBuskirk
 732-652-0271

Inside Team
 Alex MacDonald
 Brianna Jack
 Chris Rebele
 Dan Nemeth
 Dianna Lee
 Gabriella Viola
 Jeff Prudente
 Kevin Gordon
 Kwame Eshun
 Mat Schenck
 Samantha Rebimbas
 Tom Monks


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Senior Director, SLED Field
Denise Verdicchio
 908-884-1389

SM SLED, Education



NORTHEAST

Lauren Howlin
732-564-8505

Higher Education
Meredith Chupka

K-12
Dave Alfaro
John Batista
Kayla Williams
Maya Oliver

EAST

Dan Sutton
732-564-8223

Kevin VanBuskirk
732-652-0271

Higher Education
Dan Farina
Kristian Biancan

K-12
Ashley DeLia
Bobby Hammer
Bradley Straight
Carmen Sotomayor
Chris Bielak
Cody Dembiec
Cody Pace

WEST

Paul Marsicano
732-652-0839

Josh Reyes
732-652-0311

Higher Education
Joseph Nelson
Michael Gabriela

K-12
Andrew Falzon
Billy Howarth
Brandon Malebranche
Chris Asare
David Morrison
Devone Bennett
Eric Discepolo
Fernando Correia
Francesca Lima
Gregg Cambareri
Grieg Tan
Irene Cook
Joe Burst
Jonathan Koffler
Lauren Budzinski
Mark Harrel
Nick McManus
Nick Voelker
Nicole DePaola
Pete Garay
Ryan Csordas
Steven Torres

SOUTHEAST

Amanda Calimano
732-564-8362

Kevin Mariano
732-564-8516

Higher Education
Edward McGovern
Jonathan Velez

K-12
Alexis Keresztes
Alfred Sarpeh
Bryan Thompson

CENTRAL

Amy Catapano
732-652-0294

Chris Cashin
732-868-8821

Higher Education
Michael Farinano

K-12
Andrew Lee
Anthony Risorto
Brittanni Kennedy
Chris Costello
Chris Imperiale
Dan Pestalozzi
Ian Robinson
Jean Mombrun


SOUTHCENTRAL

Alan Frost
732-652-0290

Jess Crincoli
732-868-8731

Higher Education
John Appiah
Rashi ShahDillard

K-12
Alex Melore
Andrew Lawler
Ashley Marfo
Christina Santos
Collin Gumbiner
Gareth Bevan
Jesse Meyer
John Firestone



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I. *Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.*

SHI Response:

SHI has extensive experience administering contracts of this nature, and we are confident that we will exceed the requirements of the Scope of Work and Terms and Conditions. We take great pride in our ability to administer the agreement to the maximum benefit of the contract users.

The SHI sales team will work in conjunction with the National IPA sales team to promote the Master Agreement to both existing participating Public Agencies and prospective Public Agencies. As detailed previously in this response, the SHI Sales team will receive in-depth and ongoing training on the Master Agreement. Public Sector sales leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we welcome joint sales calls with the National IPA sales team.

Scott Garrett, the dedicated National IPA Public Sector Operations Specialist, will coordinate regular communications with our sales team and actively follow up on all campaigns. He can quickly distribute leads and connect the National IPA team with their correct counterpart on the SHI sales team.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual agency, city, county, township, school district and higher education institution.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the following team members will collaborate with the National IPA team to create and implement the marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

Scott's main focus will be onboarding and growing the National IPA contract vehicle. He will be responsible for coordinating calls and other communications between SHI Leadership and sales teams and National IPA. Having Scott in place will help us to stay focused on our joint goals and also to review success as we go so we can make changes as needed.

We have previously discussed our marketing plans in this response and fully expect to continue to generate new marketing and sales campaigns to continue to drive business over the life of the contract.

When there is interest from a prospective public agency we will work quickly with National IPA to get their account set up and introduced to their account team at SHI. Having Scott Garrett as the primary point of contact will help to ensure that this process is seamless for the customer.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

SHI Response:

Immediately following are our top 10 Public Agency customers. SHI can provide additional information upon request.

Customer Name	Invoiced Revenue	Buckets
Texas Seat Management	28,915,734.65	\$50m - \$100m
MN Office of Enterprise Technology	20,015,880.01	\$50m - \$100m
NJ New Jersey Information Technology	18,827,813.44	\$50m - \$100m
Atos Governmental IT Outsourcing Services, LLC	17,093,142.56	\$50m - \$100m
Louisiana Office of Technology Services	17,072,810.99	\$50m - \$100m
KY Technology, Commonwealth Office of (Cot)	16,978,802.17	\$50m - \$100m
NY Department of Health	13,400,486.55	\$50m - \$100m
City of New York NY	13,089,495.50	\$50m - \$100m
County of Harris	12,760,337.44	\$50m - \$100m
City of Houston	12,079,388.15	\$50m - \$100m

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

SHI Response:

Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure that the order is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the quote is within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price.

Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.



SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Order Confirmation

Sales order **S46482360**
Order date 10/17/2017
Customer Account 1008214
Customer PO 18001750
Shipping Method ESD
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 18795
AP CENTRAL BILLING
Mesa, AZ 85211
United States

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M	Qualys Public Sector Web Application Scanning - Module Price	1	923.20	923.20

Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate Distributor or Manufacturer. The orders are sent electronically and confirmed. All orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point we will reach out to the end user to discuss options.

Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user.

Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an advanced shipping notification which will be emailed automatically upon shipping of the product(s). See an example of the ASN below.





Shipment Notification

Sent from SHI
Somerset, NJ Office: 1-800-527-6389
www.shi.com

Order Date: 28 May 2014

SHI Order #: S12183345

PO #: 15698

Ship To: Parkside Utility Construction
219 Ruth Rd
Harleysville, PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14

Ship Via UPS Ground

Tracking # [1ZX717350309365643](#)

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG Nothing ships for this virtual item	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycom - W7PRO Standard Laptop Image Config/Install SHI CONFIG Nothing ships for this virtual item	1	1
28786615	J4P16US#ABA	E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard SN:CNU420CL6R Asset Tag:A2271455	1	1

* Thank you for your business! *

* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.





Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBUS6S
For W-9 Form, www.shi.com/W9

Invoice No. B07251775

Invoice date 10/19/2017
Customer number 1008214
Sales order S46482360

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To
CITY OF MESA
PO BOX 16795
AP CENTRAL BILLING
Mesa, AZ 85211
USA

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
USA
18001750/Jennifer Means

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/19/2017	Amelia Jakubczyk	18001750	ESD	FOB DEST	NET 30
Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32631458 Q-E-PUB Optl upd via downld Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	0.00	0.00
32745136 Q-E-PUB-VM-M ESD Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631460 Q-E-PUB-VM ESD Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M ESD Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631461 Q-E-PUB-WAS ESD Qualys	Qualys Web Application Scanning--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	463.92	2,319.60
32745132 Q-VS Optl upd via downld Qualys, Inc.	Qualys Virtual Scanner--Annual Subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	923.20	4,616.00



We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting Department to correct.

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We can accommodate changes to their preference at any time. Invoices will be sent only after the products have been delivered. Should we get an award, we would like to sit down with each National IPA customer to understand their requirements, typical acceptance procedures, and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications, proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

SHI's order entry system, procurement system, and invoicing system are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

SHI Response:

Per addendum #2, this information is not required. At this time, SHI prefers not to guarantee sales as we have no history or data with which to accurately determine these numbers. We are open to working with National IPA on forecasts in the future.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail your strategies under these options when responding to a solicitation.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the National IPA pricing and reported to National IPA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to National IPA in this proposal. For this reason we believe that responding with this pricing will be the most widely used strategy (as described in i.). If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to National IPA (as described in ii.). It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement (as described in iv.).

2. Provide a description of the product lines that can be provided by your firm.

SHI Response:

Currently, SHI collaborates with thousands of Hardware and Software partners and will provide National IPA access to the most extensive IT catalog in the industry. In addition, SHI continually adds vendors and products to our databases to allow our customers the most updated, comprehensive choices possible. We are confident that our flexibility, extensive product offering, and our willingness to evolve along with Public Agencies' changing needs, are unique strengths that SHI happily leverages for National IPA members. We will also reach out to new vendors upon request, or when we identify new technologies that we believe members will want to purchase.

Over the past decade IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to shift,

and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white boarding, proof of concepts and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.

To help with the selection of product, equipment, and services (whether it be a Laptop, Desktop, All-in-One, Tablet, or other device) the SHI Team provides National IPA members with a customized procurement website, allowing authorized end-users to select from standard configurations and peripherals, as well as to provide necessary information to ensure a successful installation. The procurement website provides all service catalogs, approved hardware configurations, and inventory databases, allowing National IPA members to procure the best products for their needs.

National IPA members will benefit from SHI's laser focus on being the best at delivering the products and services it needs, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Because we provide a neutral vendor approach – not valuing one vendor more than any other – and because we use our experience and breadth of knowledge to assist in finding the right technology to meet the specific requirements of your environment, we are confident we are the best choice as your IT Solutions Partner.

SHI included an overview of some of our top partners in our response to section 3.2 Distribution, Logistics we have also included an additional list in the Attachment section of this response. SHI is happy to provide additional information regarding partners or answer questions about procuring a specific product if needed.

3. Provide a description of the services that can be provided by your firm.

SHI Response:

In addition to an extensive product catalog, SHI offers a full range of services. Outlined below are some of the services SHI will work collaboratively on with National IPA members:

Software Procurement

- COTS
- Software Volume License procurement/management
- Contract negotiation and optimization assistance

End User Computing

- Mobility
- Laptops
- Tablets
- Desktops
- Systems Management

- Phones
- Unified Communications

Datacenter

- Servers
- Storage
- Networking Equipment
- Converged Infrastructure
- Cloud
- Colocation

Security

- Assessments
- HIPPA Security
- Vulnerability
- Security Posture Review (SPR)
- Penetration Testing
- Social Engineering
- Policy Creation
- Data Protection Solutions and Services
- Firewall/UTM/NGFW Implementation
- DLP/Encryption Implementation
- Video Surveillance

Lifecycle Services

- Acquisition
- Deployment
- Installation
- Data Migration
- OS Upgrades
- Support
- Recovery
- Integration Services
- Rack and Stack
- Advanced Configurations
- Mobile Device Configurations
- Asset Tagging
- Image Deployment
- Laser Etching
- Activations
- Kitting
- Integrated Add-on Components
- Custom Label and Packing
- Inventory Management

Connectivity Services

- Voice
- POTS
- Mobility
- UC Hosted PBX
- SIP/PRI
- Network and Data
- Ethernet/Fiber
- Wireless
- SDN
- PTP
- MPLS
- Cable/DSL
- Specialized
- Telecom Expense Management
- Service Provider Assessment

Microsoft Services

- O365
- Active Directory
- SCCM
- Skype
- Exchange
- SharePoint
- Windows

Other Services

- Project Management
- Auxiliary Services
- Partner Delivered

In addition to these myriad products and services, SHI can assist with technical evaluation of products as well. Evaluation may include full proof of concepts or simply obtaining evaluation units. In this way, we will enable National IPA members to make the best choices and scope each project appropriately. Beyond just offering competitive pricing for products covered under this contract, SHI will strive to help National IPA members to avoid costs associated with selecting the wrong technology, or with project delays due to incorrect scope. In addition, we will review buying programs and conduct price modeling to ensure that the technology you choose is being procured in the best way possible and at the most aggressive price.

4. *Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.*

SHI Response:

SHI's Diversity Business Development initiative seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As both a minority owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its own internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs.

SHI International Corp is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). SHI is certified by the New York & New Jersey Minority Supplier Development Council of the NMSDC and recognized by the 24 other regional affiliates of the NMSDC including the Canadian Aboriginal and Minority Supplier Council (CAMSC). SHI is also a woman owned business and certified with the Women's Business Enterprise National Council (WBENC) and certified as a MWBE with California Public Utilities Commission (CPUC).

SHI International Corp holds current State Government Certifications in the following states, cities, or counties: Delaware, Indiana, Massachusetts, Missouri, New Jersey, Wisconsin, Virginia, North Carolina, Prince George's County, Maryland, New York City, NY.

In 2004, SHI launched an executive initiative to increase SHI International Corp presence in the minority business community and established a diversity business development program. An executive-level position was created to better meet the expectations of our customers for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully-staffed team dedicated to supplier diversity matters for our clients and vendor partners. Our team manages and distributes just over 175+ diversity spend reports to our clients today (see below). SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network which our internal operational requirements alongside accommodating our clients to meet their specific governmental,

educational and corporate diversity goals. In addition, we sponsor and support annually, on average, over 50 supplier diversity related events which include corporate client-sponsored events that value diversity spend opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

Diversity Spend Client Reporting

SHI tracks and reports 1st and 2nd tier spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses and makes these reports available to all customers that track such spend. As a 6.8 billion dollar company, SHI reports these results to over 150+ of our customers on a quarterly basis.

2016 Percentage of Diverse Spend

Total Spend	SHI Addressable Spend	SHI Total Diverse Spend	% of Diversity spend
\$6,449,294,928	\$193,478,848	\$104,302,045	53.9%

MBE Partner Network & Initiative

SHI has an active program to recruit minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses as “Go To” partners for both SHI internal services and Client Services requests. The success of this program is coupled with an executed Partner Teaming Agreement with several minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses, and we actively mentor several seeking to promote them not only internally, but also to other SHI customers. To date, these businesses have gained entrance to several of SHI customers as a direct result of SHI’s referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose to recruit additional “Go To” minority-owned businesses.

Tier II Program

The growth, development, and mentorship of minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses is a commitment SHI regards as crucial to our major clients’ continued success. Capturing and retaining the loyalty of our clients who value diversity spend is an integral part of our professional services strategy and one which has mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database using qualified certified minority, women, veteran and disabled/small disadvantaged/HUB Zone owned businesses where it complements our major clients overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to a vast number of our major business segment clients. Not only do we provide Tier I quarterly reports to 150+ clients, by customer request, we also provide Tier 2 reporting where the totals reflect a direct link to our customer procuring professional services through subcontract arrangement that is directly tied to the performed service for the client.

SHI understands there is value along with a continued commitment on your organization’s part to help increase your Tier 2 spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses. In support of this commitment, SHI International is in partnership with these diversity businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

SHI International Corp continues to remain committed to growing its program and providing mentoring and support to fellow minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses.

5. Describe how your firm proposes to distribute the products/services nationwide.

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer, and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.

SHI Response:

SHI is not using any subcontractors as part of this contract; however if SHI needs assistance with distribution/delivery processes, SHI has an Elite Partner Network that we call upon for service delivery on occasion. We consider this partner network our "burst" partners for those times when we do not have the SHI FTE to deliver on a project.

SHI has each potential partner fill out an extensive qualification checklist. This list is used to vet the types of services offered, certifications held, overall experience, and where they are able to do business. One of our top priorities is confirming that our partners' resources are certified for the work we are subcontracting them to perform. Please note that our practice managers/SAs/Program Managers will be asking for proof of certification as needed.

We will inform National IPA in advance of any subcontractor that we intend to use.

7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:

- a. How many orders are processed daily on an average*
- b. How many devices does your facility configure daily on an average*
- c. What is the highest number of orders processed in a single day*
- d. What is the highest number of devices configured in a single day from the facilities described*

SHI Response:

As described above, SHI utilizes a network of distributors and partners. SHI's internal procurement team processes an average of 6000 orders per day.

SHI Integration Center, Piscataway, NJ

- 400 orders for configuration, per day.
- 1800 units per day
- 3000+ is the highest number of orders processed in a single day
- Depending on the configuration and device types considered, we have processed orders for over 3000 in a day, and configured over 40,000 units in a month.

On average, our top three distributors process 21,000 orders per day with a max of 36,000 in a day at peak time

8. State any return and restocking policy, and any fees, if applicable associated with returns.

SHI Response:

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy and we have noted this on the quote. In order to request a return, a customer first contacts the City of Mesa's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the City of Mesa/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the City of Mesa customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit City of Mesa's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the City of Mesa customer, who signs and returns the form. To help

simplify and expedite the process, SHI takes care of the rest – processing the Letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

SHI Response:

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Upon award, we will work with the National IPA members to understand preferences and set up the account accordingly. We can accommodate changes to preferences at any time. An invoice will be sent only after the products have been delivered and accepted by the member. Should we get an award, we would like to sit down with the National IPA and each member to review any additional requirements and provide our recommendations based on best practices with other customers.

10. Describe your delivery commitment:

- a. What is your fill rate guarantee?*
- b. What are your delivery days?*
- c. Do you offer next day delivery?*
- d. How do you facilitate emergency orders?*
- e. Are shipping charges exempt for ALL who use this contract?*
- f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.*

SHI Response:

SHI relies on our extensive distribution network for the large majority of our shipments. On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

Most products are delivered within 2-5 days of being ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end-user of the exact delivery timeframe expected. Should this change, we will notify the customer immediately upon learning of any changes. We will communicate with the customer however they prefer but typically, communications of this type are done via email. Updates will be provided at least every 24 hours, or on an agreed upon time frame, until the product is delivered.

When there is a delay, SHI will provide any alternatives available. Alternatives may include a different distribution source, comparable products, cancelling the order, or potentially discounting to account for the delay.

Shipments are made Monday through Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before the cut off time

(dependent on time zone). SHI will handle shipping in the same way for any and all National IPA member, regardless of size and location. Standard shipping will be covered but special delivery requirements or expedited shipping may be subject to an additional charge.

If there is ever an issue with delivery, such as the wrong or defective products, the customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the “Request Return Authorization Number” section of the custom IPA website.

Describe the types of customer service available to agencies that use this contract:

- a. Is online support available?*
- b. Is phone support available?*
- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?*
- d. How are problems resolved?*
- e. What are the location and hours of your call centers?*
- f. What response time is guaranteed when a customer service request is made?*
- g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?*
- h. Describe in detail your company’s ability to hold/warehouse customers’ orders and if there are any cost associated.*

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer’s needs. Customers are supported by a dedicated Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and geographically. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is on ace-to-face connections with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

The field based Account Executives are responsible for meeting with their customers in person as often as possible and for the overall relationship between the customer and SHI. In addition, they can bring in resources as needed, be it SHI’s own Field Solution Engineers or other subject matter experts or OEM specific resources.

SHI’s Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group totals over 150 professionals and is located in our global headquarters in Somerset, NJ. This team is also aligned to

match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there.

SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. The IAMs all have experience working exclusively with Public Sector accounts and they are regionally assigned support for the customers.

The sales teams can be reached on line via the National IPA custom website or via email/phone.

Upon award, each National IPA member will be provided with information about the account team that is dedicated to support them. Following a support plan for City of Mesa. A similar plan will be put together to IPA members.



City of Mesa Support Information

City of Mesa Account Executive – Amelia Jakubczyk is the Field Sales Executive responsible for the overall relationship with the City of Mesa. Amelia will be the main point of contact for regular onsite visits, Quarterly Business Reviews, RFP's & Contracts. Amelia's contact information is below:

Amelia_Jakubczyk@shi.com

Office: (303) 723-5256; Mobile: (303) 882-8012

Inside Sales Team – The Inside Sales Team is responsible for all daily quotes, orders & customer service requests. Their main goal is to provide customers with World Class Support. The City of Mesa is supported by the following team:

- Rob DiGiovanni – Inside Account Manager
- EJ Williams – Inside Account Manager
- Jason Mitchell – Inside Account Manager
- Corrin Bennett – Inside Sales Team Manager

Email: Team.Arizona@shi.com

Toll Free Number: (888) 711-2613

Service Level Agreements (SLA's)

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
 - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

Tracking and Reliability

SHI is committed to providing World Class Support through reliable tracking and delivery of purchased technology.

- Customers can track their orders on www.publicsector.shidirect.com when supplying two pieces of information unique to their orders, such as their internal PO number and their email address
 - Once online, go to → My Account → Orders and Quotes → Order Status
 - Register your email and choose a password and gain access to your purchased orders
- Customers can also email their Inside Sales Team at Team.Arizona@shi.com or call (888) 711-2613 for updates
- SHI supports customers across the country with business hours from 8am-8pm EST. with easy access to managers for additional escalation and support

Submitting Requests & Path of Escalation

- New Requests:
 - Email Team.Arizona@shi.com or call (888) 711-2613
- Follow up on pending items within 24 hours of initial request:
 - Email Team.Arizona@shi.com AND Corrin_Bennett@shi.com Team Mgr.
- Customer satisfaction issues:
 - Email Corrin_Bennett@shi.com AND Alison_Turner@shi.com

SHI Management Team

- Corrin_Bennett@shi.com – Inside Sales Manager – West Region (732) 652-0335
- Alison_Turner@shi.com – Director of Public Sector West Region (425) 974-5997
- Robert_Petrucci@shi.com – Sr. Inside Sales Manager – Public Sector (732) 868-6072
- Yara_Ismail@shi.com – Director of Inside Sales – Public Sector (732) 537-7240

SHI realizes the need for timely information in order to keep projects moving forward. The first step will be clearly defining SLAs that meet the needs of National IPA members. As requested, SHI has outlined the following SLAs. If awarded, the SLAs will be reviewed and mutually agreeable standards established.



- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
 - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

SHI provides support to our customers between the hours of 8:00AM – 7:00PM in every time zone. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. In addition, your custom web catalog is available 24 hours per day, 7 days per week.

Problems are typically escalated to management for immediate review and action. Customers are provided with a Path of Escalation, to ensure they can engage with management on any pending items or issues which may arise. If customers are unable to locate their Path of Escalation, they can click on the link at the bottom of all IAM email correspondences, which reads "**How was my service? Contact – Senior_Management@shi.com**". This will also escalate all issues directly to Senior Management for immediate action.

Once an issue has been escalated, management will set up a call to help get all affected parties on the same page, and follow up with regular updates until resolution.

We are including a sample escalation path for City of Mesa. Each IPA member would receive an escalation path that includes their specific team information.

Escalation Point	Responsibilities	Response Time
Inside Account Managers Rob DiGiovanni, EJ Williams, Jason Mitchell	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executive Amelia Jakubczyk	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager Corrin Bennett	Responsible for the management of the daily activities of the Inside Account Managers.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director Inside Sales Manager Yara Ismail	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI.	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales Alison Turner	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution.
Senior Director of Public Sector Sales Denise Verdicchio	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution.

SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the City of Mesa and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

As part of our customer care, we encourage and actively solicit customer feedback. Our Director of Quality, Bernadette Hunsicker, collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

We have a World Class Support Incentive Program for IAMs who receive positive feedback from customers and partners. IAMs who receive three compliments will receive \$150 to their net pay with unlimited payout potential. Compliments can be sent through the Senior_Management@shi.com email or in any form directed at complimenting the IAMs service and support.

SHI can hold inventory of products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer before a purchase is made.

11. Describe how your company will assist customers in navigating OEM warranty process.

SHI Response:

SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information, process information, or assist in escalating with the OEM when necessary.

SHI can offer 3rd party, non-manufacturer warranties that will allow our customers to extend the life of mission critical devices with world-class service and support.

12. Describe how your firm will notify customers of new products.

SHI Response:

In addition to aggressive pricing, will provide National IPA members with product and technology expertise to help ensure that you stay up to date on the latest technology changes, product roadmaps, product transitions, and current manufacturer programs. As a successfully functioning partnership is based on communication, SHI proposes scheduling regular review meetings with each customer. The purpose of these meetings will be to discuss all aspects of the partnership including but not limited to the following:

- Product Roadmaps
- Forecasting of Product Requirements
- Future Product and Services
- Industry trends and updates

SHI Account Executives are supported by our Hardware and Advanced Solutions and Software Licensing teams which consists of vendor-dedicated subject matter experts. This team not only ensures that we are delivering the most up to date product and technology information in a timely manner but also that we are providing access to the best pricing, programs, and levels available to National IPA members.

For example, a current trend in education is creating learning spaces that support creativity, collaboration, innovation, and critical thinking. Based on this trend, we provide ongoing facilitation to our sales teams around the latest technology specific to education. Our Account Executives then bring this information to their clients and help engage them in a conversation about how they can make use of this technology in their environment. We bring internal or partner-based resources to their doorstep to talk over product roadmaps and transitions and how these may impact future plans.

We publish content frequently. Our widely read blog (blog.shi.com) features articles about Public Sector focused technology, software publisher licensing programs, and more. Links to some recent blogs are included below:

<https://blog.shi.com/solutions/3-educational-technology-resources-help-new-teacher/>

<https://blog.shi.com/software/what-education-customers-must-know-about-adobes-licensing-changes/>

<https://blog.shi.com/software/microsoft-extends-office-365-proplus-education-benefits/>

<https://blog.shi.com/hardware/classroom-upgrades-high-tech-teachers/>

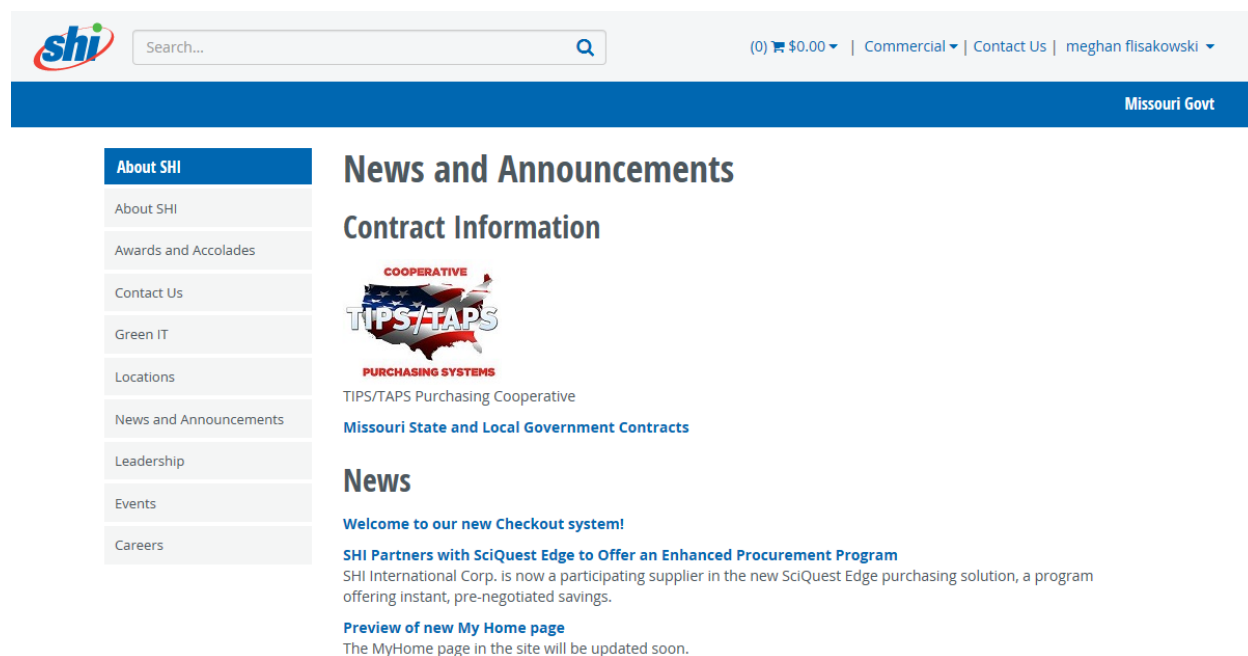
We have worked in conjunction with the Center for Digital Government and the Center for Digital Education to publish relevant articles such as a Guide to Choosing Digital Content and Curriculum, as well as sponsoring other quality content like the Top 10 Higher Ed IT issues of 2017.

<http://www.centerdigitaled.com/paper/Guide-to-Choosing-Digital-Content-and-Curriculum-41458.html>

<http://www.centerdigitaled.com/higher-ed/Top-10-Higher-Ed-IT-Issues-of-2017.html>

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, product end-of-life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the IPA/City of Mesa. SHI will notify IPA of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.



The screenshot shows the SHI website's 'News and Announcements' page. The header includes the SHI logo, a search bar, and navigation links: (0) \$0.00, Commercial, Contact Us, and megan flisakowski. A blue banner at the top right says 'Missouri Govt'. The left sidebar lists: About SHI, About SHI, Awards and Accolades, Contact Us, Green IT, Locations, News and Announcements (selected), Leadership, Events, and Careers. The main content area has a title 'News and Announcements' and a sub-section 'Contract Information' with a 'TIPS/TAPS PURCHASING SYSTEMS' logo. Below this is a 'News' section with two items: 'Welcome to our new Checkout system!' and 'SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program'. The second news item includes a brief description of the partnership and a link to a 'Preview of new My Home page'.

In addition, SHI currently provides seminars and workshops to our public sector customers across the country. We will be pleased to do the same for National IPA and their members. In all cases, we will work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with the State as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop, held in 13 cities across the country, in which we discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). National is welcome to attend these at no additional charge.

Custom Events - SHI will help IPA and City of Mesa coordinate any event that they believe will be beneficial to the participating entities.

13. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).

SHI Response:

We understand that a standard reaching end of life requires careful planning to avoid disruption. Our customers receive end of life information early via regular and transparent communication. Once a standard is identified as reaching end of life, we will meet with the customer to discuss options. These may include extending warranty through a third party and continuing to use the product, conducting a buy out and using those funds towards procuring new product, or transitioning/migrating to a new solution. We will engage the customer in a strategic planning session to offer all options and help determine the best course of action.

At times, having a product reach end of life presents a unique opportunity to save money. Your Account Team will monitor the lifecycles of your standard hardware. When a product is coming to End of Life, SHI can often purchase the products at substantially lower pricing. Your Account Team will bring these opportunities to the attention of the National IPA customer in order to determine the timing of the specials versus the timing in which the customer is looking to purchase the products. SHI can hold inventory for these products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer to help them make the determination whether an end of life buy-in is an appropriate cost saving measure.

14. *Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?*

SHI Response:

Technical support is not handled in the same manner as customer service. Typically, technical support is handled directly by the OEM/Publisher. In these cases, SHI can assist in getting the customer connected to the right person at the OEM/Publisher.

SHI does offer technical support/helpdesk services for an additional fee.

Customers don't always have, on staff, the expertise needed for the spike in the number of calls to their Help Desk when deploying new technologies or upgrading versions of existing technologies. For many, having the option to funnel that increase in calls to a turn-key solution provided by a third party is much more attractive than increasing internal head-count.

In addition, outsourcing this service can increase overall productivity. Having a resource that can not only answer problems but can also provide end users with user-based tips and tricks can decrease employee downtime.

SHI Technical Support provides your customers Tier 1 Help Desk support for inquiries related to technology deployment, everyday usage and upgrades covering multiple manufacturers. In addition to everyday applications such as Office or Acrobat, this support can be expanded to cover a customer's custom applications. If needed, SHI Technical Support has the ability to provide higher technical and engineer level support for those same technologies.

SHI offers:

- Phone support with a live technician or engineer
- Options for 8x5 or 24x7 support coverage
- Knowledge support for all software publishers as defined in the supported products list
- Optional components that include training modules, knowledge-based websites, engineering time and health checks.

Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)

SHI Response:

Customer Innovation Center

The SHI Customer Innovation Center is an 8,000 square-foot secure data center that lets your team evaluate and compare how hardware, software and cloud technologies from various OEMs and providers will perform in your environment.

Compare state-of-the-art equipment from SHI's partners - or ship us your own - to design architecture and test proof-of-concepts while collaborating with your own staff or IT industry experts.

SHI has worked with some of our top partners to help make our vision of an independent, multi-vendor environment with technologies from leading manufacturers a reality. Manufacturers' products that are

part of the SHI CIC today include: HP, Dell, EMC, Cisco, NetApp, Veritas, APC, Tripp Lite, Eaton, Pure, Tintri, Nutanix, Lenovo, VMware, Microsoft, Brocade, qLogic, Emulex.

Customers can participate in:

- Demonstrations – evaluate product features and functions in a real working environment
- Bake-offs – compare products under workloads
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter
- Hands-on training – get a deep dive walkthrough from our solution architects.

The CIC is staffed with trained team members who are knowledgeable on the products and the solutions. As technology advances and changes, the SHI CIC will follow ensuring that we have the products and demonstrations that our customers want to see.

When IPA/City of Mesa is ready to evaluate solutions and products, whether it is Virtualization, Cloud Integration, or the latest EUC products, your dedicated account team will work with you to schedule time and develop a plan with the CIC so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.

In addition, we coordinate Executive Briefing opportunities for customers as desired. In these cases, we partner with the manufacturers of interest and hold the briefing at their location. For instance, we have hosted customers at the Lenovo's Briefing Center in Raleigh, North Carolina, Microsoft's Briefing Center in Seattle, Washington, and Dell's Briefing Center in Austin, Texas.

Cloud Solutions

Organizations are moving the cloud faster than ever. Identifying workloads, improving cloud service levels and optimizing cloud performance are all challenges, and SHI has created a variety of services to assist with this transition.

DESIGN AND ARCHITECT CLOUD SOLUTIONS	
PROOF OF CONCEPTS Test, Demo and Evaluate Cloud Platforms or Apps in Alignment with your Business Objectives <ul style="list-style-type: none">• Microsoft Azure Proof of Concepts• AWS Proof of Concepts• Office 365 Proof of Concepts• Google Demo and Testing Environment	CLOUD READINESS ASSESSMENTS Identify & Allocate Cloud Workloads, Aligned to your Business Objectives <ul style="list-style-type: none">• Cloud Readiness Assessments• Vendor Specific Planning Assessments

CLOUD COST & PERFORMANCE OPTIMIZATION	
CLOUD OPTIMIZATION SERVICES Insight Into Cost and Usage Trends for Optimal Cost Savings <ul style="list-style-type: none"> • Cost Management Services for AWS • Cost Analysis for AWS 	INFRASTRUCTURE MANAGEMENT SERVICES Architectural and Real-Time Operational Support <ul style="list-style-type: none"> • Cloud Migration Services • AWS Infrastructure Management • Identity & Security Management • AWS Managed Services
WORKSHOPS Accelerate End User Adoption and IT Staff Efficiency <ul style="list-style-type: none"> • Azure and Office 365 Discovery Workshops • Customer Immersion Experience for End Users 	HEALTH CHECKS Ensure Your Cloud Platform Delivers Value <ul style="list-style-type: none"> • Performance Rightsizing Analysis • Technical Business Reviews
CLOUD LICENSING SUPPORT Understand BYOL to Maintain Compliance and Reduce Risk <ul style="list-style-type: none"> • AWS Asset Tracking & Auditing • 3rd Party License Guidance 	HELPDESK & TRAINING Training & Support for End Users and IT Staff <ul style="list-style-type: none"> • Azure - Technical Readiness Training • Azure - Instructor Led Training • AWS - Tier 1 and 2 Technical Support and Guidance

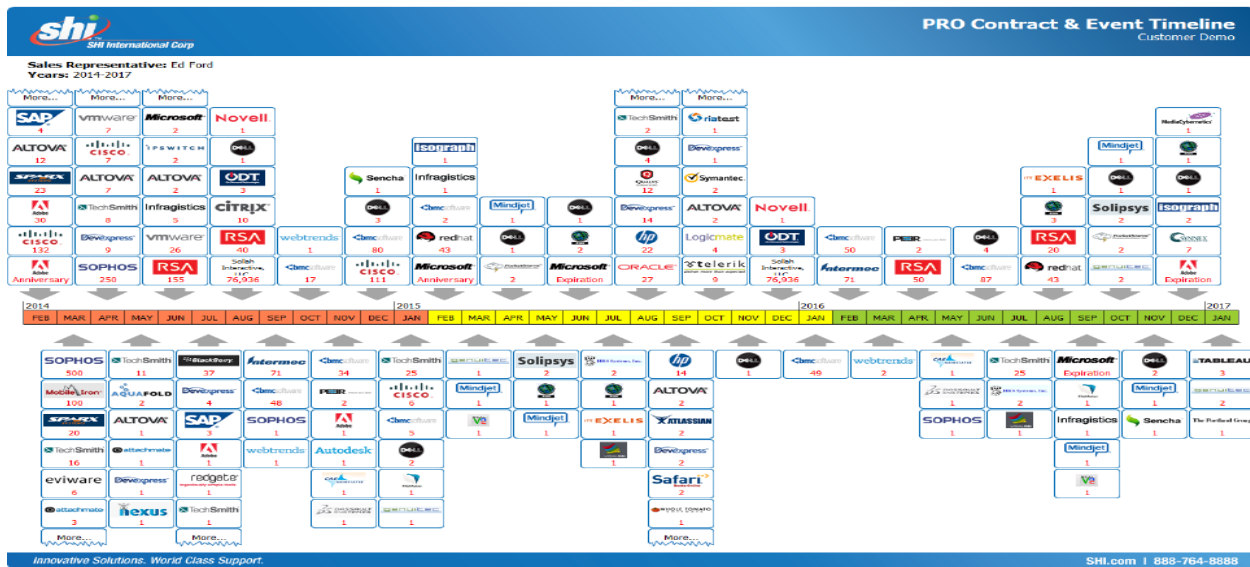
Software Maintenance Administration/Renewal Management Services

SHI has built a tool in response to our customers' needs around expiring warranties, support agreements, and product maintenance programs. The Renewal Organizer, available as a value add to SHI customers only, and at no additional cost, compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Each renewal box will contain information relevant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO.

Through this tool we are able to offer National IPA/City of Mesa proactive management of maintenance, warranty, and support plans will save both time and money. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the Commonwealth's renewal organizer. Quotes will automatically be sent to the Commonwealth 90 days before the expiration of the service. IPA's and City of Mesa's account team will then actively work with the end user to go over options. Regular follow up will continue until the PO is placed or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

Following is an example of what a customer can expect to see using the PRO Timeline:



In order to be able to provide this level of detail for our customers, SHI collects the maintenance expiration date in our order entry system each time a customer purchases product maintenance. Through our Renewal Organizer, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances SHI's Renewal Organizer service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. If City of Mesa takes advantage of our PRO timeline it will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with selecting a less-than-ideal buying program or pattern (e.g., contractual vs. transactional buying programs, individual purchases vs. leveraging cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the manufacturers to co-term maintenance or warranty contracts, when permitted by the manufacturers' programs

15. Describe options for leasing and financing and the various payment methods accepted.

SHI Response:

SHI offers flexible leasing plans for hardware and finance plans for software to ease upfront costs and increase IT flexibility. More and more customers are moving away from owning IT and moving into the business of IT. SHI financing can help them seamlessly make this shift. SHI has an internal leasing and financing group which allows us to be extremely flexible in terms of payment options and paperwork.

We can accommodate almost any payment method/schedule and will work with the customer to construct a plan that best suits their needs.

TAB 3 - PRICING FORMS.

The cost portion of the Response should include the following criteria:

- 1. Provide price proposal as requested on the Pricing Document (Attachment A – “National” TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.*
- 2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers’ offers, free goods program, total annual spend, etc.*

SHI Response:

SHI has included the necessary pricing forms as a separate document to our response.

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other vendors may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In addition, SHI welcomes the opportunity to discuss our price offering for National IPA in more detail, and we are willing to offer alternate pricing models at your request.

TAB 4 - QUALIFICATIONS. (ABILITIES, EXPERIENCE AND EXPERTISE).

The following information should be included:

1. *Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

2. *Provide the total number and location of sales persons employed by your firm.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response as it relates to our capabilities to support a National Contract. The City of Mesa has a dedicated account team that includes the following team members:

Account Executive - Amelia Jakubczyk: Amelia develops relationships with representatives throughout City of Mesa in support of all the City's IT needs. Amelia will conduct face-to-face meetings to understand the City's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the City's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area for over 5 years.

Regional Director, Public Sector West – Alison Turner: Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.

Inside Account Managers (IAMS) — Rob DiGiovanni, EJ Williams, and Jason Miller: SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. There are three Inside Account Managers mentioned above who support City of Mesa; they all have experience working exclusively with Public Sector accounts, and specific experience with Maricopa County.

These three Inside Account Managers report to **Corrin Bennett, Inside Sales Manager**. Corrin has been with SHI for eight years, and has been both an Inside Account Manager and a Sales Operations Manager. Customer service is very important to Corrin, and she is always happy to assist the team as needed.

3. Provide the number and location of support centers (if applicable).

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

4. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

5. Please submit your FEIN and Dunn & Bradstreet report.

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a \$1 million “software-only” regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of \$7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of \$8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent \$6.6m with SHI, mostly in software and some miscellaneous products.

We value the relationship with the City of Mesa and look forward to serving the City's needs for years to come.

7. *Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.*

SHI Response:

SHI has provided references on Attachment C, which can be found later in this response.

8. *Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.*

SHI Response:

Immediately following are the resumes for the SHI team that is dedicated support for the City of Mesa. If necessary, SHI can provide specific account team information for IPA customers.

SHI is providing the following three references for Amelia. Should additional information be needed or references for other team members be required, SHI will be happy to assist where possible.

Arizona Department of Administration – State of AZ

Deputy State Procurement Administrator

Terri Johnson

602-542-9122

Terri.johnson@azdoa.gov

Amelia worked closely with Terri Johnson as the former Contract Administrator for the WSCA SVAR Contract. Amelia had regular cadence calls/onsite visits with Terri to conduct quarterly reviews, provide industry knowledge and assist with any customer related inquiries/challenges. From Terri, "Amelia – was the original point of contact regarding the SVAR contract for AZ starting in 2011. Through her initiative and the focus of SHI corporate, Amelia was able to assist the state through a seamless transition from one contract set to another. Amelia personally took the time to establish points of contact and customer relationships within the State agencies. SHI corporate was instrumental in hiring additional staff as needed to ensure full coverage for the state and its cooperative members."

Arizona Department of Transportation

Steve West, CIO

C: 602-690-4209

swest@azdot.gov

Amelia has worked with Steve West throughout his tenure within Arizona Government, most recently with the Arizona Department of Transportation. Projects include a large HP hardware refresh,

discovering and managing large license agreements and acting as a trusted advisor in the reseller community.

State of Nevada, Nevada State Purchasing

Marti Marsh, Purchasing Officer

775-684-0180

mmarsh@admin.nv.gov

Amelia has worked closely with Marti Marsh of the Nevada State Purchasing Office since 2011. During this time Amelia served as the main point of contact on multiple statewide contracts Marti is responsible for: Former WSCA SVAR, NASPO SVAR, NASPO HP, Lenovo, EMC, NetApp, Cisco, etc.

Immediately following are resumes for the City of Mesa Team. Should additional information be needed, SHI will work to provide where appropriate.

Denise Verdicchio



DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Senior Director, Public Sector

Somerset, NJ

Lead \$1.3B business unit, including team of 6 Regional Directors and 100 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution across North America.

- Collaborate with leadership team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Provide personalized management and information sharing, resulting in creative and innovative environment for SHI team and City of Mesa.
- Develop and implement short- and long-term sales and business plans, as needed.
- Excel to develop, motivate, and team build, ensuring SHI and City of Mesa teams work exceptionally.

CREDENTIALS & BACKGROUND

SHI

Director, East Region SLED

2013 - 2015

- Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory.
- Managed daily operations in SHI's largest region, representing over \$200M in annual revenue.
- Collaborated with customers to procure and implement software and hardware, system configuration, data-center optimization, cloud computing, IT asset management, and other computer solutions.
- Traveled extensively to client sites to provide in-person client support and drive new business opportunities, teaming with IT vendors and strategic partners.

Account Executive

2010 to 2017

NJ State and Local Government

- Developed new business, serviced customer needs, and oversaw daily account management for public sector clients in NJ State and Local Government.
- Collaborated daily with customers to provide information, resolve issues, communicate SHI offerings, and secure quotes through customized procurement systems.
- Negotiated deals, supported customer contracts, and delivered sales presentations to deliver comprehensive IT solutions.

Account Executive

1998 to 2010

North Carolina Commercial Accounts

- Orchestrated customized, total IT solutions for Duke Energy, SAS Institute, Wake Forest University, and other commercial accounts in region.

EDUCATION & CERTIFICATIONS

Bachelor of Arts Degree

Double Major: Psychology and Sociology
Honors Graduate

Rutgers College

Certified Microsoft Sales Professional

VMWare Sales Specialist

McAfee Certified Sales Professional



Alison Turner



DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Director, West Region

Kirkland, WA

IPA/City of Mesa Primary Contact

Manage team of field-based Account Executives for City of Mesa

- Collaborate with team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Help to procure software and hardware.
- Manage IT asset and cloud computing as needed.
- Coordinate resources within SHI and City of Mesa to grow and maintain mutually beneficial customer relationships.

CREDENTIALS & BACKGROUND

Microsoft

Senior Licensing Sales Specialist

Seattle, WA

2011 - 2013

- Initiated complex software licensing solutions for key Academic customers in the Western U.S.
- Increased account penetration and exceeded sales commitments in excess of \$90 million annually.
- Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts.
- Maintained relationships with partners and customers to ensure successful implementation of strategies.

Dell

Senior Regional Sales Manager

Seattle, WA

2007 to 2011

- Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts, including state, local, and education customers.
- Recruited, coached, evaluated, and managed staff of up to 15 field account executive.
- Coordinated software proposals.
- Aligned efforts with other Dell departments to secure trust and engagement with state government and education IT initiatives.

ASAP Software

Director, State & Local Government and Education

Seattle, WA

2001 to 2007

- Helped state and local government and education customers develop RFPs and acted as Project Manager for major software proposals. Generated over \$100 million annual revenue for State & Local and Education sector.

EDUCATION & CERTIFICATIONS

Master's in Business Administration

Marketing Concentration/Ranked top 10%

Washington University

1993

Bachelor of Arts/Marketing Major

Kansas State University

1991

Microsoft Certified Personnel

2011

SHI Chairman Club

2015

Microsoft Circle of Excellence

2013

Dell Rewards & Recognition Program Silver Award Recipient

2011





DESCRIPTION OF WORK &
PROFESSIONAL EXPERIENCE

Public Sector Account Executive

Denver, CO

IPA/City of Mesa Primary Contact

Develop partnership with City of Mesa to service needs and oversee daily account management for the City. Engage daily with customers to provide information, resolve issues, communicate SHI offerings, and enable access to secure quotes through customized procurement systems.

- Maintain the NASPO SVAR Contract in Nevada for State & Local Government.
- Successfully manage multiple NASPO and local contracts both in Arizona and Nevada.
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within an organization.
- Act as an advisor for customers to determine the best value for their needs.

CREDENTIALS &
BACKGROUND

SHI International Corp.

Services Executive, West Region

2009 - 2010

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Supported Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

TEKsystems, Inc.

Westminster, CO

2004 to 2009

Senior Technical Recruiter

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

Corporate Trainer

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

EDUCATION & ACTIVITIES

Community College of Denver

Denver, CO

1998

Affiliations - Sponsor and member of Denver Java User Group, Boulder Java User Group

Professional Development - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified

2009/2014

McAfee Sales Professional Certified

2010





**DESCRIPTION OF WORK &
PROFESSIONAL EXPERIENCE**

Director of Enterprise Inside Sales/Public Sector

Somerset, NJ

Collaborate with Senior Management on strategy and focus to increase participation in department initiatives. Promote world-class support to City of Mesa and internal support teams; enhance SHI tools and applications through collaboration with internal development teams.

- Align with Outside Sales team to initiate new relationships within IT industry.
- Drive growth of profitability for SHI and City of Mesa, identifying opportunities for development of internal tools and applications.

**CREDENTIALS &
BACKGROUND**

SHI Public Sector

Senior Inside Sales Manager

2009 - 2017

- Managed SHI Public Sector Inside Sales Division, setting new initiatives for team while maintaining world-class support for customers.
- Maintained support and coverage for customers while managing territories.
- Acted as point of escalation for customers and public sector directors to help resolve issues and support team.
- Collaborated with internal teams to create new tools with added functionality for customers.

Inside Sales Manager

2005 to 2009

GSA Administrator

- Trained and managed 6 Public Sector Inside Sales Teams, creating healthy work environment and incentive programs.
- Created proposals and modifications to SHI's GSA schedule.
- Passed annual GSA Audits for continued contract renewal.

Inside Account Manager

2004 to 2005

Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

Ekornes, Inc.

2001 to 2004

Customer Service Representative/Lead Trainer

- Provided clients with exceptional service and support while managing group of accounts; promoted to Lead Trainer for Customer Service Representatives in 2003.

**EDUCATION &
CERTIFICATIONS**

Bachelor of Arts Degree
Political Science

Rutgers College

2002



Corrin Bennett



DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Inside Sales Manager

Somerset, NJ

- Provide support and guidance to City of Mesa sales team.
- Arrange and schedule necessary training for IAMs.
- Monitor and review employee performance.

CREDENTIALS & BACKGROUND

SHI SLED

Sales Operation Manager

2014 - 2017

- Assisted management with academic and local government initiatives.
- Collaborated with sales team to manage efficient processes.
- Supported implementation of new policies and procedures.

Inside Account Manager

2009 to 2014

- Represented SHI as central point of contact for customers.
- Provided outstanding customer service and support.
- Acted as liaison between Account Executives, customers, and SHI internal departments.

Inside Account Manager

2004 to 2005

Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

EDUCATION & CERTIFICATIONS

Bachelor of Arts Degree Communications

Rutgers College

2008



Ernest Williams
Robert DiGiovanni
Jason Mitchell



DESCRIPTION OF WORK &
PROFESSIONAL EXPERIENCE

Inside Account Managers

Somerset, NJ

Working with our tenured management supervisors, our team builds successful relationships with the City of Mesa team and internal support teams; we work collaboratively to provide immediate customer support for any pending issues or concerns. Manage Microsoft licensing agreements and Adobe licensing agreements, as well as contracts including WSCA, PACE, and E&I.

- Manage and maintain over 100 public sector West Coast accounts successfully, including SLED accounts in AZ, CO, OR, and NV, and other states.
- Help negotiate prices, terms of sales, and service agreements for City of Mesa.

COMBINED CREDENTIALS &
BACKGROUND

Central Moving Systems
Relocation Services

2013 - 2015

- Provide exceptional quality and standards for corporate and residential moving processes.
- Conducting warehouse packing and unpacking.

RWJ Health & Wellness Fitness Centers
Sales Intern, Summer

2012 to 2013

- Supported customer scheduling and other services, providing one-on-one attention.
- Conducted cold calls to increase gym memberships and revenue.

Professional Proficiencies

- Microsoft Office - Word, Excel, PowerPoint
- Salesforce
- AX

Academic Experience

- Excelled in courses specializing in Leadership and Management skills
- Focused studies in Marketing and Finance, exploring economic trends, sales management, accounting, computer skills development, and professional communication.
- Business Economics Minor

COMBINED EDUCATION &
CERTIFICATIONS

Bachelor of Arts Degree
Communication Studies

West Virginia University

2013

Bachelor of Science Degree
Exercise Science and Sports Studies

Rutgers University

2014

Bachelor of Arts Degrees
Economics
Political Science

Rutgers University

2017

9. Provide information regarding if your organization ever failed to complete any work awarded.

SHI Response:



We are proud to report we do not have any failed projects. With each project we strive to do our best, and although we realize perfection is rare, we work closely with our customers to review and discuss how we can improve our processes, products, and services to help ensure our continued evolution and success.

10. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

SHI Response:

SHI has not been involved in litigation, bankruptcy, or reorganization.

TAB 5 – TECHNOLOGY.

1. *Describe your website and the ease-of-use for customers to perform the following types of tasks:*
 - a. *to search for products*
 - b. *to find alternate products (if a certain product is not available)*
 - c. *to perform side-by-side price comparison of products*
 - d. *to order products*
 - e. *to track order status, to include backordered items*
 - f. *to determine when an item was received and who received it*
 - g. *to restrict/block the ordering of certain line items and to restrict/block the ordering of groups*
 - h. *to create approval paths/levels for orders, to include creating an approval path for restricted items*
 - i. *to create a “favorites” list or subscribed purchases other personalized list of frequently ordered items*
 - j. *to create a “shared” list for an agency to use*
 - k. *to obtain online customer service*
 - l. *to receive online training*
 - m. *to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)*
 - n. *to track their budget for purchases*
 - o. *to generate reports*

SHI Response:

SHI's ecommerce site was developed in house. As such, it is one of the most flexible tools in the industry. In addition, we offer approval routing that allows for one user to create and send a quote to another user for approval. Also, quotes that are requested via email, fax, or phone can be published by the Inside Account Managers to the ecommerce site for visibility and future reference.

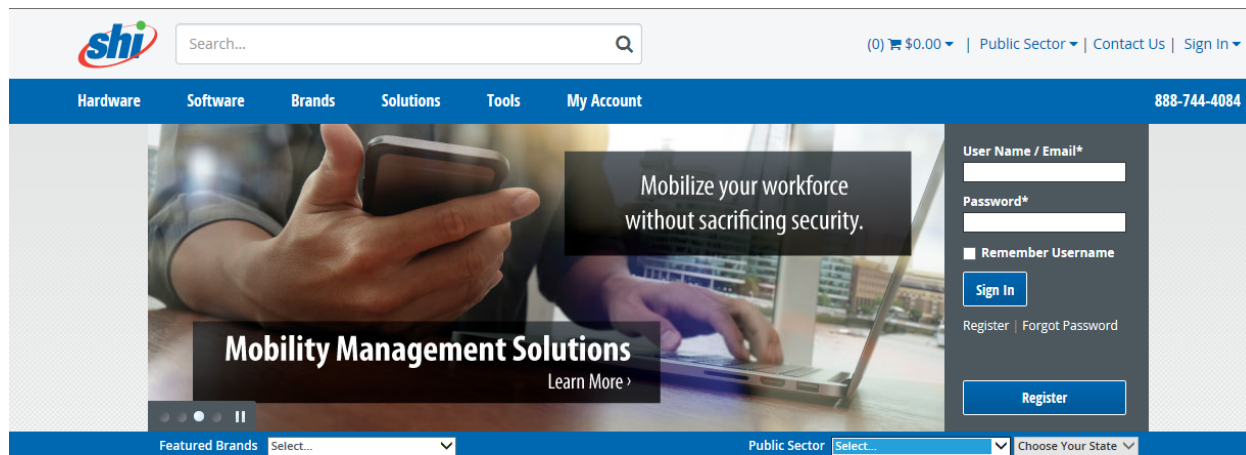
While the master catalog will be available to all participating entities, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs. Custom catalogs are built based on input from the customer's IT standards groups, via the definition of base systems and permitted options, and licensing programs.

SHI.COM Public Sector catalog (<https://www.publicsector.shidirect.com/>) is a public walk-up site and requires no password. It has been available to the public for over 16 years. SHI hosts a public page for each individual state and vertical. In addition to the public site link, SHI will provide City of Mesa a custom e-commerce site. This personalized, password-protected site is accessible only to authorized users, determined by City of Mesa. The City's web portal will display only the products and other website requirements that are part of this contract.

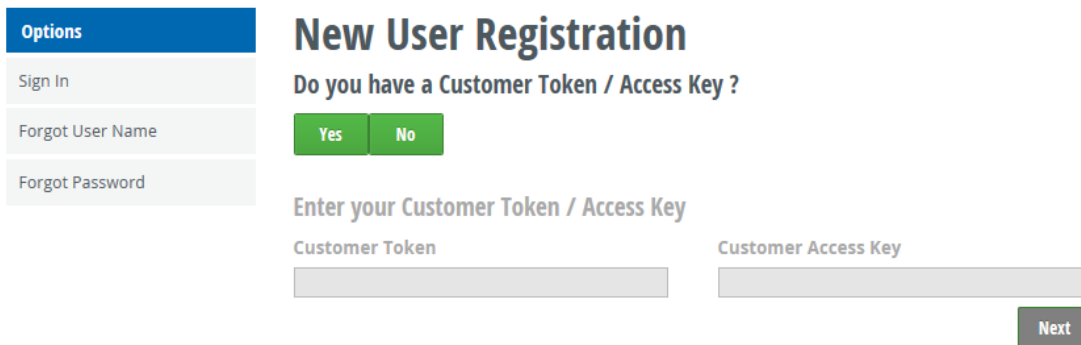
SHI's web-based procurement platform provides the latest in functionality and the best in user-friendly interface. SHI.COM also offers functionality designed specifically for business-to-business. Whether used as a stand-alone procurement system or integrated with your own current procurement systems,

SHI.COM provides the functionality and customized user experience needed to manage IT procurement workflow.

If awarded, SHI's web administration team will work with the key stakeholders at City of Mesa to integrate with any e-Procurement catalogs whether state-hosted or punchout (roundtrip). This process typically takes about 1 week.



Above is a sample screenshot that shows what the City's custom e-commerce site might look like. Upon receipt of contract, your site will be configured to fit all of the contract requirements. If the City wishes to view this site please go to <https://www.publicsector.shidirect.com/>, select "Sign in" on the top right hand side of the public site. A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.



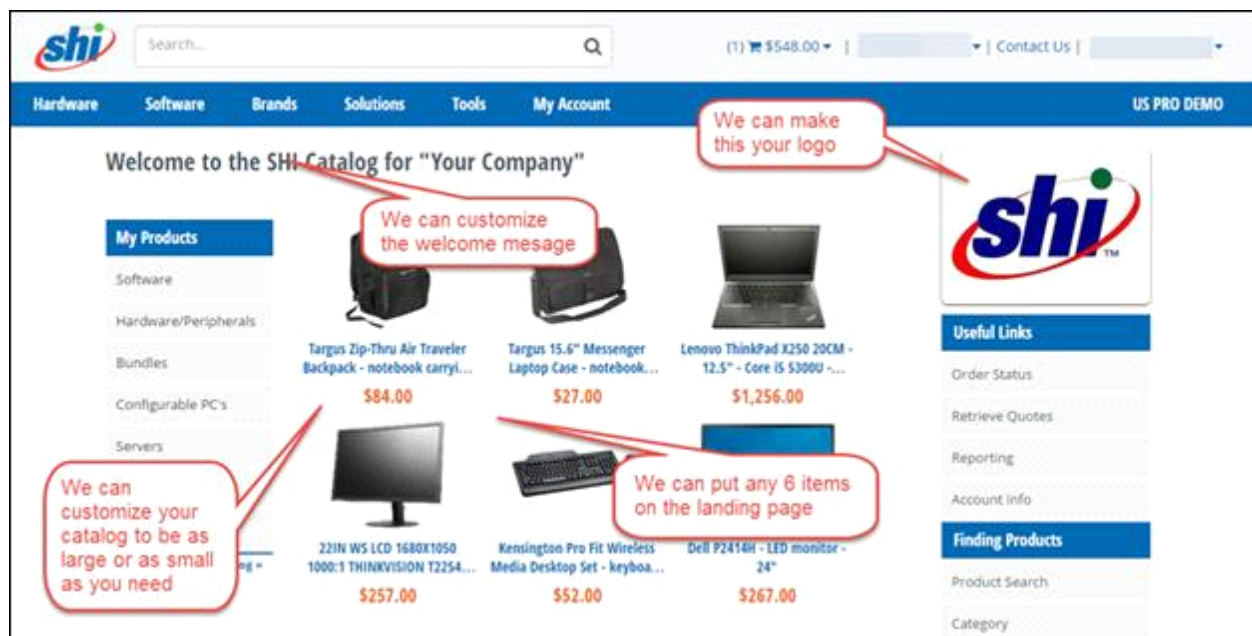
You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level

of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

Your Catalog

With thousands of manufacturers represented, your product catalog is fully customized to reflect contracted products and pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs. The catalog can be as broad or as narrow as you need to fit your needs.



After log on, the customer can search by using a variety of criteria:

- Keyword search
- Browse manufacturers
- Browse by product category and type

The screenshot shows the SHI website's search results page for the keyword 'printer'. The top navigation bar includes 'Hardware', 'Software', 'Brands', 'Solutions', 'Tools', and 'My Account'. A search bar at the top left shows the entered keyword 'printer' and provides suggestions like 'Dell Color Laser Printer C3760dn - printer - color - laser'. A callout bubble points to the search bar with the text: 'Type keywords or part numbers into the search box. The site will provide suggestions'.

On the left side, there is a 'Filter By Keyword' section with 'Search' and 'Clear' buttons. Below it, a 'Category' list shows 'Hardware', 'Printers, Scanners, and Supplies', and 'Printers'. A 'Manufacturer' list includes 'ASSA-BLOY (110)', 'Brother (111)', 'Canon (90)', 'Datamax (276)', and 'Epson (834)'. A callout bubble points to the 'Filter By Keyword' section with the text: 'Filter your search results by keyword'.

The main content area displays 'Search Results' with a table of products. A callout bubble points to the table with the text: 'Refine your search results by manufacturer, MSRP, or product-specific criteria such as diagonal size for monitors or printing speed for printers'.

Product Name	MSRP	Price
Dell Color Laser Printer C3760dn - printer - color - laser	\$548.00	\$484.00
Lexmark MS315dn - printer - monochrome - laser	\$548.00	\$564.00
Lexmark MS315dn - printer - monochrome - duplex - laser - A4/Leg...	\$548.00	\$1,162.00
Lexmark MS315dn - printer - monochrome - duplex - laser - A4/Leg...	\$548.00	\$291.00

Commonwealth Standards

The screenshot shows the SHI website's 'My Products' section. The top navigation bar includes 'Hardware', 'Software', 'Brands', 'Solutions', 'Tools', and 'My Account'. A callout bubble points to the 'Tools' link with the text: 'You can also access this area by clicking Tools > Favorites'.

On the left side, there is a 'My Products' section with a list of categories: 'Software', 'Hardware/Peripherals', 'Bundles', 'Configurable PCs', 'Servers', 'Tablets (Config)', and 'Config Test'. A callout bubble points to this section with the text: 'We can put your company standards under My Products. The folders can be customized to group products together based on your preferences'.

The main content area displays a grid of products with their prices. A callout bubble points to the 'Tools' link with the text: 'You can also access this area by clicking Tools > Favorites'.

Product Name	Price
Targus Zip-Thru Air Traveler Backpack - notebook	\$257.00
Targus 15.6" Messenger Laptop Case - notebook	\$52.00
Lenovo ThinkPad X250 20CM - 12.5" - Core i5 5300U - ...	\$1,256.00
22" W5 LCD 1000:1 THINKVISION T2254...	\$257.00
Media Desktop Set - keyboar...	\$52.00
Dell P2414H - LED monitor - 24"	\$267.00

The screenshot shows the SHI Corporate Standards web application. The interface includes a top navigation bar with the SHI logo, a search bar, and links for account management. A left sidebar contains a 'My Favorites' section and a 'Corporate Standards' section with expandable categories like 'Hardware/Peripherals', 'Bundles', and 'Configurable PCs'. The main content area is titled 'Corporate Standards' and features a table of products. Four red callout boxes provide instructions: one points to the hamburger menu icon in the sidebar, another points to the 'Favorites Help' link, a third points to a product name in the table, and a fourth points to a truck icon in the table's availability column.

Callout 1: Click the hamburger menu to view the available groups in a pop out menu


Callout 2: Please review the Favorites Help document for more detailed information

Callout 3: Click on the product name to view more details for an item

Callout 4: Click the truck icon to view real-time inventory

	Product	Price	Part #	Availability	Quantity
<input type="checkbox"/>	Targus 15.6" Messenger Laptop Case - notebook carrying case	\$27.00	15206408		1
<input type="checkbox"/>	Targus Zip carrying b... notebook		836572		1


View Product Details



(1) \$548.00
| Contact Us


Hardware
Software
Brands
Solutions
Tools
My Account
US PRO DEMO

Lenovo ThinkPad X250 20CM - 12.5" - Core i5 5300U - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade...



Category: Notebook computers

Product Pricing: **\$1,256.00**

Availability: 


Quantity to Order:

[Add to Cart](#) [Add To My Favorites](#)

[View all Notebook computers by Lenovo >>](#)

Related Products


Notebook Docks and Port Replication



PRO DOCK -90W FOR THINKPAD


\$205.00

Warranties



Lenovo TopSeller Onsite Warranty with Accidental Damage Protection with Keep Your Drive Service with Sealed Battery W...

\$169.00



Lenovo TopSeller Onsite Warranty with Keep Your Drive Service with Sealed Battery Warranty with Priority Support - ex...

\$104.00

Customers Who Bought These Item(s) Also Bought



TopSeller Onsite Warranty - extended service agreement - 3 yrs - on-site

\$74.00



PRO DOCK -90W FOR THINKPAD

\$205.00



Case Logic 14" Laptop Backpack - notebook carrying backpack

\$37.00



Kingston SSDNow V300 - solid state drive - 240 GB - SATA 6Gb/s

\$79.00

[Overview](#) [Specifications](#)

Product Id: 29913246

Description: Lenovo ThinkPad X250 20CM - Ultrabook - Core i5 5300U / 2.3 GHz - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade - pre-installed: Windows 7 - 8 GB RAM - 500 GB HDD (16 GB SSD cache) - no optical drive - 12.5" 1366 x 768 (HD) - Intel HD Graphics 5500 - 802.11ac - WWAN upgradable - TopSeller

Clicking on the name of the product will bring you to the product details page for that item

Check real-time inventory

Scroll to see more item details and specifications

Add Products to the Shopping Cart

From here, a user who has not yet logged in can manage the items in the shopping cart, continue to shop, or finalize the purchase (if the user clicks “checkout”, SHI.COM requires the user to log into the system). If the user has logged into SHI.COM, he is presented with the additional options to save the items as a quote or to send the shopping cart to your SHI Sales Team to obtain an “official” SHI quote.

The screenshot shows the SHI.COM shopping cart interface. At the top, there is a search bar, a cart summary showing (2) items for \$1,522.91, and a 'Contact Us' link. Below this is a navigation bar with links for Hardware, Software, Brands, Solutions, Tools, and My Account, along with a 'US PRO DEMO' button. The main content area displays the shopping cart with the message 'Your recent changes are highlighted.' and 'There are 2 item(s) in your shopping cart'. The cart table lists two items: Adobe Acrobat Standard DC 2015 - license and Lenovo ThinkCentre M73 10B6 - SFF. The subtotal is \$1,522.91. To the right of the cart is a 'Shopping Cart Actions' panel with buttons for Update, Undo, Remove All, Send Cart, and Save as Quote. A 'Check Out' button is located at the bottom right. Three red callout boxes provide instructions: one points to the configuration options for the Lenovo ThinkCentre, another points to the 'Save as Quote' button, and a third points to the 'Check Out' button.

Search...

(2) \$1,522.91 | Contact Us

Hardware Software Brands Solutions Tools My Account US PRO DEMO

Your recent changes are highlighted.

There are 2 item(s) in your shopping cart SubTotal: \$1,522.91

Product	Unit Price	Quantity	Extended Price	Remove
Adobe Acrobat Standard DC 2015 - license Product Id:30202195 Mfr Part #: 65258978AA03A00 Added On : 4/13/2016 1:51 PM	\$274.00	2	\$548.00	✕
Lenovo ThinkCentre M73 10B6 - SFF Product Id:27668225 Mfr Part #: 10B60008US Added On : 4/13/2016 5:39 PM	\$974.91	1	\$974.91	✕

Shopping Cart Actions

- Update
- Undo
- Remove All
- Send Cart
- Save as Quote

Check Out

Click the arrows to view the options you selected for your configured system

You can save your cart as a quote

Click here to begin Check Out

Saved Quote

The saved quote remains valid on SHI.COM for thirty days. At any time within those thirty days, the user can change/add to the items saved in the quote or send the contents of the quote (with saved pricing) back to the shopping cart to finalize the purchase.

Quote List

Quote #: Email:

View all quotes for: Myself

Quote Details

Quote #: 1135818
Quote Name: test
Created Date: 4/8/2016 5:20:00 PM
Expiration Date: 4/30/2016
Total: \$17.45
Comments:

Contact:
Company:
Email:
Phone:
Fax:
Address:

Product Id	Product Details	Quantity	Price	Extended Price
24990112	HP 932 - CN05TAN - print cartridge - black Manufacturer: HP, Inc. Mfr Part #: CN05TAN#140	1	\$17.45	\$17.45




Total: \$17.45

Configuring a System

The process of selecting and configuring a product begins when the user clicks a configurable system in Search Results or within featured products. The systems are displayed with a picture, summary of its characteristics, and price before adding options. SHI.COM presents all products in the same fashion, with consistent groupings of options by category.

Configurable PC's

Add to Cart Select All Deselect All Sort By: Most Recently Added

Product	Price	Part #	Availability	Quantity
 HP 800Eo All-in-One	\$1,065.00	5317	Select the item to configure	
 HP ProBook		5313	Select the item to configure	
 Lenovo ThinkCentre M73 10B6 - SFF	\$652.00	111	Select the item to configure	

The blue wrench indicates that a product is a configurable system

Search...

Hardware Software Brands Solutions Tools My Account US PRO DEMO

Help us improve search

Filter By Keyword


Search Clear

x 10B60008US

Category

Search Results

Showing 1 - 2 of 2 Results per page: 20 50 Sort By: Best Match

Compare	Product Details	Price
	Lenovo ThinkCentre M73 10B6 - SFF - 1 x Core i5 4570 / 3.2 GHz - RA... Mfr Part #: 10B60008US SHI Part #: 27668225	\$652.00

The blue wrench also appears on the search results page

Customize the System

Prior to adding the product to the Shopping cart, the user is brought given the option to configure the base system with options designated as acceptable by the City of Mesa. The user simply clicks on the options he wants included in the final product.

As options are selected, SHI.COM updates the general availability of each configuration based upon the availability of each component. As the user adds and removes components to the base system, SHI.COM calculates an estimated time to ship to the user. SHI.com also tells the end user what selected component is contributing the longest lead-time. This is designed to allow the end user to make informed decisions based upon their particular needs: for some users, getting a useable system quickly may be more important than obtaining a particular option or upgrade that would delay the production of the machine.

The screenshot displays the SHI.COM website interface for configuring an HP ProBook 640 G1. The top navigation bar includes links for Hardware, Software, Brands, Solutions, Tools, My Account, and a US PRO DEMO button. The main heading is "HP ProBook 640 G1 - 14" - Core i5 4310M". Below this, a laptop image is shown alongside a list of specifications: HP ProBook 640 G1 - 14", Core i5 4310M, Windows 7 Pro 64-bit / Windows 8.1 Pro downgrade, and 8 GB RAM - 320 GB HDD. The pricing section shows a Base System Price of \$815.00 and a Price as Configured of \$1,570.00. A quantity selector is set to 1, with "Add to Cart" and "Print" buttons. The "System Options" section is expanded, showing a "Configuration" list with items like "Image for Laptops" (+\$19.00), "PC Configuration: Asset Tagging & Reporting" (+\$3.00), "PC Configuration: Custom BIO Adjustments" (+\$6.00), and "Custom Configuration: HDD Encryption" (+\$12.00). A "Warranty" section shows "Electronic HP Care Pack Next Business Day" (+\$593.00). An "Options" section lists items like "HP 2012 90W Docking Station" (+\$122.00), "C2G Cat5e Snagless Unshielded (UTP) Network Patch Cable" (+\$), and "Acer V246HLBD - LED monitor" (+\$136.00). Red callouts provide additional context: "We can customize the description and specifications" points to the configuration list; "Additional items can be required or optional based on your standards" points to the warranty and options sections; and "Price as Configured will update as options are selected" points to the pricing section. A summary view of the configuration is also visible on the right side of the page.

Checkout Process

SHI provides an easy to use Checkout Process that can be customized to your specifications:

- Users can save addresses to an address book for easy selection of the appropriate ship-to address
- Custom Data Collection—we will create fields where we can collect the information you need about the purchases your employees make—department, project code, cost center, etc.
- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase

- See the freight and estimated taxes based on the shipping address entered

Required Ordering Information (* Denotes required fields)

*Shipping Address: SHI
290 Davidson Avenue
SOMERSET, NJ 08873
United States
Add A New Address

*Division: Corporate
Manufacturing
Sales

File Upload: Click Browser to select a file, then click Attach This File to upload
Choose File No file chosen
Attach This File

End User Information
*End User Name:
End User Email Address:
End User Phone:

Back Continue

Your Shopping Cart
Lenovo ThinkCentre M73 1086 - SFF
Price: \$974.91
Quantity: 1
Total: \$974.91
Total: 1 Item: \$974.91
Excludes tax and shipping costs.

(FINAL STEP) Clicking "Finish" will complete the order and initiate the order process by sending this Order ID to your sales team.) By placing this order you are hereby agreeing to the Terms and Conditions of Sale

Order Details

Shipping Address: SHI
290 Davidson Avenue
SOMERSET, NJ 08873
United States

Division: Corporate

End User Name: test

Shipping: Ground: \$25.70

Estimated Sales Tax: \$108.40

Do you want to use credit card?: No

PO Number: Test

Back Finish

Your Shopping Cart
Adobe Acrobat Standard DC 2015 - license
Price: \$274.00
Quantity: 2
Total: \$548.00
Lenovo ThinkCentre M73 1086 - SFF
Price: \$974.91
Quantity: 1
Total: \$974.91
Recycling fee: \$0.00
Shipping: \$25.70
Estimated Sales Tax: \$108.40
Total: 3 Items: \$1,657.01

If additional information needs to be captured with each hardware purchase. Therefore, SHI has designed an “interview page” in which SHI can collect all of the pertinent information. The interview page will be completely customized to collect the information as required by the City of Mesa. If additional information isn’t required, this step would be skipped in the order process.

Required Ordering Information (*) Denotes required fields)

*Shipping Address: ☐ SHI HQ
290 Davidson
SUITE 200
SOMERSET, NJ 08873
USA [Edit](#) [Delete](#)

☐ SHI
1301 S. Mopac
100
AUSTIN, TX 78746
USA [Edit](#) [Delete](#)

[Add A New Address](#)

PO Number:

*Division: ☐ Corporate
☐ Manufacturing
☐ Sales

*Cost Center:

End User Information
*End User Name:

*End User Email Address:

*End User Phone:

[Back](#) [Continue](#)

Products Careers Terms and Conditions Privacy ISO 9001 Feedback

© 2013 SHI International Corp. All Rights Reserved. This site is owned and controlled by SHI for the sole use of its customers.

Your Shopping Cart

InterBase 2007 SMP Server Edition - license	
Price:	\$1,248.00
Quantity:	1
Total:	\$1,248.00
Lenovo ThinkPad T430	
Price:	\$996.75
Quantity:	1
Total:	\$996.75
Total:	2 Items \$2,244.75
Excludes tax and shipping costs	

Questions can be purchased using order (does not need cash to be sent, and not sent home)

Users can save address to their profiles

When the user has completed the interview page, SHI will then request the ship to address and any additional Email addresses for employees who should receive notices regarding this order (i.e. order acknowledgment, ship notification, etc.)

Approval Routing

Only authorized users will be able to submit orders on SHI.com. However, if the City of Mesa would like to allow agencies to request products, but not to place orders, SHI has support for approval routing through SHI.com. Using our approval routing, end user can select the products they wish to purchase and submit their selection as a requisition. With support for as many levels of approval routing as required, SHI.com will forward the requisition to the appropriate people to obtain approval.

Once the order is approved, the requestor (and anyone else listed to receive notices) will receive an Email stating that the requisition has been approved and will be processed at SHI. At this time, the order will upload into SHI's internal order processing system.

Order Status

Obtain order status information and tracking details for the orders that you process with SHI. SHI.com provides a wide range of search options to quickly and easily locate the order in which you are interested.

Quick Order Search

Search for:

Placed By:

[Open and Recently Shipped Orders](#)
[Open and Recently Shipped Orders](#)
[Orders Placed in last 6 months](#)
[Order Number](#)
[Date Range](#)
[PO Number](#)
[Serial Number](#)
[Invoice Number](#)

Order Number	Ship To Name	Total	Status	Items

The following screen shot shows the order search results.

Order #	Date Ordered	PO Number	Ship To Name	Total	Status	Items
GS00103592	1/29/2014	15943	SHI-GS CONTACT TEAM	1130.00	Invoiced	• 36A Black Cartridge Forlaserjet P1005 Dual Pack
GS00102473	1/22/2014	15835	SHI-GS CONTACT TEAM	1130.00	Invoiced	• HP - Toner cartridge - 1 x yellow - 8000 pages • HP - Toner cartridge - 1 x magenta - 8000

The following demonstrates the tracking details available.

Order #: GS00103592
Order Date: 1/29/2014

Order Status: Invoiced
Customer PO: 15943
Total: 1130.00
SHI-GS Contact: Your Account Team
User Name: [redacted]

Ship To: [redacted]
Bill To: [redacted]

Invoices

Invoice #	Invoice Date	Total
GB00101597	1/30/2014	1130.00

Line Item Status

SHI-GS Part	Item	Unit Price	Qty Ordered	Qty Remaining	Extended Price
22601098	36A Black Cartridge Forlaserjet P1005 Dual Pack Mfr Part #: CB436D	113.00	10	0	1130.00

Shipping Status of Your Items

Shipment 1

SHI-GS Part	Mfr Part #	Description	Qty Remaining	Qty Shipped	Tracking #
					038055797250421

[Click to view tracking details without leaving SHI.COM](#)

038055797250421 1/29/2014

Shipment Tracking Info

Tracking #: 038055797250421
Status: Delivered
Delivered On: 1/31/2014
Delivered To: CLUTE, TX
Estimated Delivery Date: --
Signed By: SSTEVE

Location: --
Shipped On: 1/29/2014
Service Type: FEDEX_GROUND
Weight: 22.0 LB
Reference: --

Date And Time	Status	Location	Comments
1/31/2014 2:06 PM	Delivered (DL)	Clute, TX US	
6:47 AM	On FedEx vehicle for delivery (OD)	HOUSTON, TX US	
6:36 AM	At local FedEx facility (AR)	HOUSTON, TX US	
1/30/2014 10:21 AM	Departed FedEx location (DP)	MEMPHIS, TN US	
12:48 AM	Arrived at FedEx location (AR)	MEMPHIS, TN US	
1/29/2014 9:17 PM	Picked up (PU)	MEMPHIS, TN US	
7:43 PM	Shipment information sent to FedEx (OC)		

View Proof of Delivery
Close

Order details with tracking data per shipment

Within the City's dedicated page, authorized users can:

- Save/retrieve a price quotation using a state agency supplied unique quotation identifier(s). The agency should be able to save the price quotation as a .pdf document
- Modify a previously saved price quotation, including adding additional products, changing product quantity, removing or deleting products, and "refreshing" product prices
- Re-save price quotation following modifications
- Print price quotation
- View quotes that were originally requested via email, fax, or phone and created by the Inside Account Team.

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire City of Mesa contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or if the City of Mesa that wants to understand statewide purchasing trends, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report today via the State's ecommerce site today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. This custom capability is helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

The City of Mesa and IPA can identify Procurement Officers or others that can be granted a higher level of access, allowing them to run reports and view activity across authorized users.

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

The SHI eCommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, David Rounds will work with the customers to determine the program and schedule that would work best for them. SHI will also work with the City of Mesa to define and establish an Employee Purchase Program. We will create a separate and secure site for employees to purchase products at the State contract prices.

2. *Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.*

SHI Response:

If the City wishes to view this site please select "Sign in" on the top right hand side of the public site, <https://www.publicsector.shidirect.com/> A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.

Options

- Sign In
- Forgot User Name
- Forgot Password

New User Registration

Do you have a Customer Token / Access Key ?

Yes No

Enter your Customer Token / Access Key

Customer Token

Customer Access Key

Next

You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

3. Describe any national awards and/or other recognition that your website has received.

SHI Response:

While we take pride in the design and usability of our website, our primary focus is always on the needs of our customers rather than on external recognition. With that in mind, we are extremely proud that this year alone we have won 10 awards for exceptional service in three distinct categories: partnership, supplier, and employer – including the prestigious Citi Lean Partner Award and Microsoft US Public Sector 2017 Partner of the Year – largely in part because of the efforts and dedication our team puts toward our public and partner/procurement websites. Our success as a partner in the Public Sector, in fact, stems from the personalized procurement websites, standard with most SHI contracts, which allow authorized end-users a vast selection from standard configurations and peripherals, as well information to ensure successful installations. These custom, procurement websites provide customers with all service catalogs, approved hardware configurations, and inventory databases, which in turn allow our customers to procure the best products and product support for their needs.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

SHI Response:

The website is available 24 hours a day. Downtime is minimal and if a major system repair is necessary SHI works to schedule it at a time that will be of least inconvenience to our customers. We will also notify customers of any planned downtime in advance.

5. Does your website offer real time product availability?

SHI Response:

Yes. Please see the information provides above regarding our website for a complete overview.

6. How does your company leverage your website to inform customers of the additional savings that may be available?

SHI Response:

SHI can customize our web page to include any information that National IPA/City of Mesa would like to see. In this case, we can publish additional savings opportunities for specific products on the home page of the catalog or highlight products that have savings opportunities within the catalog itself.

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, end of life information, support information, or promotions, webinar or special event

invitations, and other industry news that will be of interest to City of Mesa. SHI will notify City of Mesa of any information before it gets posted.

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information, availability, and pricing; ensuring that contract users are always accessing the latest products and at the correct price.

7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

SHI Response:

SHI acknowledges this requirement and can comply.

SHI will acknowledge all orders received within 2 hours of receipt. All orders will be placed within 24 hours of receipt. Upon placement, the end user will receive an order placement acknowledgement via email. A sample of that is included below. We can customize the information on the order acknowledgement email and can include any and all information required by the State.



SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Order Confirmation

Sales order **S46482360**
Order date 10/17/2017
Customer Account 1008214
Customer PO 18001750
Shipping Method ESD
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 18795
AP CENTRAL BILLING
Mesa, AZ 85211
United States

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downlo Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software	1	923.20	923.20



Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

SHI Response:

Yes self-registration is available. Customers can go to <https://www.publicsector.shidirect.com/> and then follow the instructions below.

A customer will select “Sign in” on the top right hand side of the public site. A drop down box will appear. Click “Register” to be directed to the new user registration page seen below.

Options

- Sign In
- Forgot User Name
- Forgot Password

New User Registration

Do you have a Customer Token / Access Key ?

Enter your Customer Token / Access Key

Customer Token

Customer Access Key

If a customer has token, they can enter it. If not then when they select No, they will be taken to another site to register. Once you enter, you will be asked to create a user name and password. Once complete you will be directed to the site.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer’s level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.


8. *Describe if your website can be customized for an agency’s specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.*

SHI Response:

SHI acknowledges this requirement and can comply.

SHI can and will add relevant content to the website on a regular basis. This may include logos, product announcements, end of life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the City. SHI will notify the City of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.




(0) \$0.00 | Commercial | Contact Us | meghan.flisakowski

Missouri Govt

About SHI
About SHI
Awards and Accolades
Contact Us
Green IT
Locations
News and Announcements
Leadership
Events
Careers

News and Announcements

Contract Information



COOPERATIVE
TIPS/TAPS
PURCHASING SYSTEMS

TIPS/TAPS Purchasing Cooperative

[Missouri State and Local Government Contracts](#)

News

[Welcome to our new Checkout system!](#)

[SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program](#)
SHI International Corp. is now a participating supplier in the new SciQuest Edge purchasing solution, a program offering instant, pre-negotiated savings.

[Preview of new My Home page](#)
The MyHome page in the site will be updated soon.

9. Describe the types of online reporting that are available. Is customized reporting available?

SHI Response:

SHI fully understands your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, this can be by department or local government entity and then SHI groups the ordering units to the statewide level. In addition, we capture the contract number, allowing us to run a report across all purchases made under the contract. SHI has the capability to collect customized data fields, which can be established at the State Level, the Agency Level, and /or per individual customer. We are pleased to offer both standard and customized reports to the State, in addition to the required reporting above.

All reports can be set up on a subscription basis and will be delivered automatically daily, weekly, quarterly etc. In addition, the State will have a dedicated account team that will be able to review and discuss purchases and reporting whenever there is a need.

These standard reports provide an overview of your purchases from SHI. Our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.

- | Customer Invoice Detail | | | | | | | | | | | | |
|--|-------------------|---|-----------------|--------------|-------------------------|--------------------------|----------|--------------|---------------------|------------------------|-----------|-------------------------------|
| Previous Customer Month report, covering 1/1/2011 thru 1/28/2011 | | | | | | | | | | | | |
| Covering Customers: SAMPLE | | | | | | | | | | | | |
| Account Name | Manufacturer | Description | Version | Item Type | Order Date | Ship Date | Mfg Part | Qty Invoiced | Customer Unit Price | Customer Cost Extended | POLNumber | Ship City Ship State Province |
| CORPANY DEVISION B | Microsoft | Sharepoint Enterprise CAL | 2010 | Software | 1/3/2011 | 1/3/2011/NM-0480 | | 1,000.00 | 00.00 | 00.00 | 0007432 | NALOUT CA |
| CORPANY DEVISION B | Microsoft | SHAREPOINT ENTERPRISE CAL | 2010 | Software | 1/3/2011 | 1/3/2011/NM-0439A | | 1,000.00 | 00.00 | 0007432 | | NALOUT CA |
| CORPANY DEVISION B | Microsoft | Sharepoint Enterprise CAL | 2010 | Software | 1/3/2011 | 1/3/2011/NM-0480 | | 1,000.00 | 00.00 | 0007432 | | NALOUT CA |
| CORPANY DEVISION B | Altek | Sharepoint Enterprise CAL | 2010 | Software | 1/3/2011 | 1/3/2011/EPR-020E-KK-AJA | | 1,000.00 | 00.00 | 000134065 | | ATLANTA GA |
| CORPANY DEVISION B | Infragistics | Infragistics v10.1 | 2010 V3 | Software | 1/3/2011 | 1/3/2011/4700CU | | 1,000.00 | 00.00 | 0006479 | | PASADENA CA |
| CORPANY DEVISION B | Corel | WinZip Self Engineer | W5 | Software | 1/4/2011 | 1/4/2011/E00Z018T5F08 | | 1,000.00 | 00.00 | 0006305 | | PANORAMA CA |
| CORPANY DEVISION B | Corel | WinZip Self Engineer | W5 | Software | 1/4/2011 | 1/4/2011/E00Z018T5F08 | | 1,000.00 | 00.00 | 0006305 | | BELLEVILLE MO |
| CORPANY DEVISION B | Corel | SharePoint Server 2010 | W5 | Software | 1/4/2011 | 1/4/2011/NP-0122 | | 1,000.00 | 00.00 | 0006911 | | NALOUT CA |
| CORPANY DEVISION B | Corel | WinZip Self Engineer | W5 | Software | 1/4/2011 | 1/4/2011/E00Z018T5F08 | | 1,000.00 | 00.00 | 0006305 | | NALOUT CA |
| CORPANY DEVISION B | Corel | WinZip Self Engineer | W5 | Software | 1/4/2011 | 1/4/2011/E00Z018T5F08 | | 1,000.00 | 00.00 | 0006305 | | NALOUT CA |
| CORPANY DEVISION B | Corel | WinZip Self Engineer | W5 | Software | 1/4/2011 | 1/4/2011/E00Z018T5F08 | | 1,000.00 | 00.00 | 0006305 | | NALOUT CA |
| CORPANY DEVISION B | Corel | WinZip Self Engineer | W5 | Software | 1/4/2011 | 1/4/2011/E00Z018T5F08 | | 1,000.00 | 00.00 | 0006305 | | NALOUT CA |
| CORPANY DEVISION B | Auslogics | PDFelement 3.0 | 1.0.0 | Software | 1/3/2011 | 1/3/2011/T001 | | 1,000.00 | 00.00 | 0006479 | | DREX CA |
| Customer Invoice Detail, Consolidated by Part | | | | | | | | | | | | |
| Date Range Label | Report Start Date | | Report End Date | | | | | | | | | |
| Previous Accounting Month | 1/1/2011 | | 1/28/2011 | | | | | | | | | |
| Manufacturer | Mfg Part | Description | Item Type | Qty Invoiced | Customer Extended Price | | | | | | | |
| CORPANY DEVISION B | IBM | 3914LINE DOCUMENT HOLDER | Hardware | 1 | XXX.XX | | | | | | | |
| CORPANY DEVISION X | Succellite | Battulator Win BLA Trading Sbu \$331.20 | Software | 3 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Apple | Powerbook Ivin BLA Trading Sbu + \$285.50 | Software | 1 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Apple | Mini DV to DVI Monitor Adapte Vid Cable | Hardware | 1 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Articulate Global | RES-09-PRO-FMP1 | Software | 1 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Autodesk | 05C1-ABA111-1001 | Software | 1 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Autodesk | 05C1-ABA111-1000-14 | Software | 1 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Corel | E00Z018T5F08 | Software | 33 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Corel | L0WIZ15TD0B | Software | 11 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Corel | L0WIZ15TD0B | Software | 18 | XXX.XX | | | | | | | |
| CORPANY DEVISION B | Datawatch | PPF02C100-461 | Software | 2 | XXX.XX | | | | | | | |

SHI Response:

If it has been longer than 30 days, SHI will make a best faith effort to accommodate the return.

Software Publishers may require that a letter of destruction be filled out and signed by the customer. In these cases, SHI would provide the form to the end user and request that they sign and send back. SHI will then handle processing with the Publisher. Once the valid return is received by SHI we will credit the invoice. If a replacement order is desired we will work with the end user to get that process started before the return is received to increase efficiency.

Should the City have any issues or questions with a product return, they can contract their Account Team for assistance.

For an online return, customers will access the Order Details page and complete the requested information as shown in the screen shot below.

*Name:

*Email Address:
 This field is required.

*Order Number:

PO Number:

*Mfr Part #:

SHI Part #:

*Quantity:

*Reason For Return:

Further Explanation:

* Has package been opened?:
☐ Yes ☐ No ☐ Don't Know

*Has product been used?:
☐ Yes ☐ No ☐ Don't Know

*Is product in original condition?:
☐ Yes ☐ No ☐ Don't Know

Submit Request

Back to Order Details

11. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?

SHI Response:

Integration with eCommerce

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. These systems includes a wide range of applications and proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

12. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

SHI Response:

New functionality and technology is continuously being evaluated and updated as customer needs evolve. The same holds true for our overall website design. SHI also listens closely to our customers and their feedback regarding the use of the site and we strive to incorporate those changes.

TAB 6 - OTHER FORMS.

The following forms should be completed and signed:

- 1. Vendor Information form*
- 2. Exceptions & Confidential Information form*
- 3. General Questionnaire form*
- 4. Lawful Presence Affidavit*
- 5. Respondent Certification form (Offer and Acceptance)*
- 6. Respondent Questionnaire*
- 7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)*

SHI Response:

Immediately following are the forms that were requested as part of this RFP. SHI agrees to provide any additional forms if necessary as part of a final award.

REQUIRED RESPONSE FORMS**VENDOR INFORMATION**Company Legal/Corporate Name: SHI International Corp

Doing Business As (if different than above): _____

Address: 290 Davidson AveCity: Somerset State: New Jersey Zip: 08873Phone: 888-764-8888 Fax: 732-652-6599E-Mail Address: teamarizona@shi.com Website: https://www.publicsector.shidirect.com/DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

Remit to Address (if different than above): Order from Address (if different from above):

Address: PO Box 952121 Address: _____City: Dallas City: _____State: Texas Zip: 75395-2121 State: _____ Zip: _____Contact for Questions about this bid:Name: Meghan Flisakowski Title: Public Program ManagerPhone: 512-517-4088 E-Mail Address: meghan_flisakowski@shi.comDay-to-Day Project Contact (if awarded):Name: Amelia Jakubczyk Title: Account ExecutivePhone: 303-723-5256 E-Mail Address: Amelia_Jakubczyk@shi.comSales/Use Tax Information (check one).☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)☒ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____%☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____%

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐

No exceptions

☒

Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI has included a separate section within our response that includes our request to review and negotiate in good faith with the City of Mesa and IPA.

Confidential/Proprietary Information (mark one).

☒

No confidential/proprietary materials have been included with this Response.

☐

Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No
2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
If no, specify number of days for delivery _____
3. Payment terms. Payment Due (Not less than net 30 days): payment is net 30
Payment Discount of 0% if invoices are paid within _____ days of receipt.
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)
Discount for Procurement Card Purchases? 0%
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- ☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- ☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- ☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____
- ☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____
- ☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- ☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- ☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- ☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- ☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- ☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- ☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- ☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- ☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company Name

Print Name

Verification of Attachment by City Staff:

Date

Signature

Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: SHI International

Signature: Natalie Castagno

Printed Name: Natalie Castagno

Title: Director of Response Team

Date: 10/20/2017

Respondent Company Name/ DBA: SHI International Corp	
Years in business providing similar services: 28 years	
Contractor's License No(s): (Submit a copy with the Response) <div style="float: right;">Type:</div> SHI is currently registered to do business with the City of Mesa and the State. Upon award, we can provide any additional information as requested. Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name: Arizona State Procurement Office State of Arizona	
Contact Person: Terri Johnson, Deputy – State Procurement Administrator	Phone: 602-542-9122
Address: 100 North 15th Avenue, Suite 402 Phoenix, AZ 85007	Fax:
	E-Mail Address: terri.johnson@azdoa.gov
\$ Value of Work, Supplies/Services and Dates Provided: \$75m annually. Software, Annual Maintenance. Related Professional Services April 2011 – September 30 2016	
Firm/Government Agency Name: University of Texas Systems Supply Chain Alliance	
Contact Person: Jason Stanford, Manager, Contracts	Phone: 713-563-1021
Address: 7007 Bertner Ave. Houston, TX 77030	Fax:
	E-Mail Address: jpstanford@mdanderson.org
\$ Value of Work, Supplies/Services and Dates Provided: \$20m annually. Computer Peripherals, Software, Storage, Servers, Networking equipment, and Related Services. July 1 2014, 5 year agreement with 3 year extension option.	
Firm/Government Agency Name: Maricopa County Materials Management	
Contact Person: Brian Walsh, Procurement Officer	Phone: 602-506-3243
Address: 320 W. Lincoln St. Phoenix AZ 85003	Fax:
	E-Mail Address: walshb@mail.maricopa.gov

\$ Value of Work, Supplies/Services and Dates Provided:

\$6m annually. Technology Products including Software, Storage, Servers, Networking Equipment and Related Services.

List any other information which may be helpful in determining your qualifications for a potential contract:

At SHI, our success is based on a foundation of customer centricity and transparency. Our approach to Lee County School District will be based on these same values. Every member of the SHI team is dedicated to helping our customers and providing world class support throughout the entire engagement. SHI intends to provide the District with a seamless, transparent, and cost effective solution for all of your hardware, software, and service needs. Over the life of the contract, SHI will work to identify ways that the District can reduce your expenditures on IT software, hardware, and services.

Technology changes fast, and SHI is a technology business partner that has demonstrated the ability to change along with it, through continued service evolutions and process improvement.

SHI is excited about this opportunity to work with the City of Mesa and National IPA. We look forward to meeting with the review board to further discuss our capabilities.

ATTACHMENT D



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The CITY OF MESA, AZ (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for INFORMATION TECHNOLOGY SOLUTIONS. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, including but not limited to invoice requirements; order requirements; specialized delivery; diversity requirements such as minority and woman owned businesses, historically underutilized business; and governing law. As part of such supplemental agreements, Participating Agencies may negotiate other terms of the Master Agreement, and may require offeror. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

Deleted: and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

Deleted: Participating Agencies may also contract directly with the offeror's authorized tier one suppliers pursuant to a request process based on factors as defined by the Participating Agency. These contracts would constitute individual contracts between the Participating Agency and tier one suppliers who have accepted the terms of the Master Agreement under a separate supplemental agreement between the Participating Agency and the tier one supplier. Sales under these contracts are tracked and reported to National IPA by the offeror.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Requirements for National Cooperative Contract
Page 4 of 26

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Deleted: Pricing Commitment¶

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

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

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Advantageous government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
 - i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Deleted: Best

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS											
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE											
(to be submitted <u>electronically</u> in Microsoft Excel format)											
National IPA Contract Sales Monthly Report											
Supplier Name:											
Contract Sales Report Month:											
Contract ID:											
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # (Assigned by National IPA and provided to Supplier)	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$		
Report Totals											
Cumulative Contract Sales											

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS
INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT

ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT

LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT

RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFORCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
 ALIANZA ACADEMY , UT
 ALPINE DISTRICT , UT
 AMERICAN LEADERSHIP ACADEMY , UT
 AMERICAN PREPARATORY ACADEMY , UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
 BEAR RIVER CHARTER SCHOOL , UT
 BEAVER SCHOOL DISTRICT , UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT , UT
 CBA CENTER , UT
 CACHE SCHOOL DISTRICT , UT
 CANYON RIM ACADEMY , UT
 CANYONS DISTRICT , UT
 CARBON SCHOOL DISTRICT , UT
 CHANNING HALL , UT
 CHARTER SCHOOL LEWIS ACADEMY , UT
 CITY ACADEMY , UT
 DAGGETT SCHOOL DISTRICT , UT
 DAVINCI ACADEMY , UT
 DAVIS DISTRICT , UT
 DUAL IMMERSION ACADEMY , UT
 DUCHESNE SCHOOL DISTRICT , UT
 EARLY LIGHT ACADEMY AT DAYBREAK , UT
 EAST HOLLYWOOD HIGH , UT
 EDITH BOWEN LABORATORY SCHOOL , UT
 EMERSON ALCOTT ACADEMY , UT
 EMERY SCHOOL DISTRICT , UT
 ENTHEOS ACADEMY , UT
 EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT
 GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT

IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY , UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY , UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT
 PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT
 SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT

TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOEELE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH



NOTICE OF SOLICITATION

SOLICITATION # 2018011

September 20, 2017

REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

PROPOSAL DUE DATE AND TIME: October 23, 2017 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Issue Request for Proposals	September 20, 2017
Pre-Proposal Conference (Optional)	October 3, 2017 – 10:00 am local Arizona time
Questions due from Proposers	October 6, 2017 – 3:00 pm local Arizona time
City of Mesa response to Questions	October 12, 2017
Proposal Due Date	October 23, 2017 – 3:00 pm local Arizona time

VENDOR CONFERENCE / SITE VISIT:

Date and Time: October 3, 2017 – 10:00 a.m. local Arizona time
Location: City of Mesa – Mesa City Plaza
20 E Main Street, Conference Room 450 South
Mesa, AZ 85201
Teleconference Number: 480-644-6120; PIN 319405

The conference provides interested parties an opportunity to discuss the City and National IPA's needs and ask questions. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

Technical Questions:

Sharon Brause, CPPPO, CPPB, CPCP
Senior Procurement Officer
PHONE: 480-644-2815
FAX: (480) 644-2655
Sharon.Brause@MesaAZ.gov

General or Process Questions:

Cyndi Gonzales
Procurement Specialist
PHONE: 480-644-2179
FAX: (480) 644-2655
Cyndi.Gonzales@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:
<http://www.mesaaz.gov/business/purchasing>

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.

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INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received after due date and time for vendor questions (October 6th) may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

ELECTRONIC RESPONSE:

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

HARD COPY RESPONSE:

- a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies**. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- b. Submit **one (1) flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa
Mesa City Plaza - Purchasing Division
20 East Main Street, Suite 400
Mesa, Arizona 85201

RFP No. 2018011 – Information Technology Solutions & Services

- d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

INSTRUCTIONS

4. RESPONSE FORMAT:

Table of Contents. Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

TAB 2 - Program Description AND Method of Approach. Clearly define the services/products, offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Provide a response to the national program.
 - a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
 - b. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.
5. Describe how your firm proposes to distribute the products/services nationwide.
6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.
7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:
 - a. How many orders are processed daily on an average
 - b. How many devices does your facility configure daily on an average
 - c. What is the highest number of orders processed in a single day
 - d. What is the highest number of devices configured in a single day from the facilities described
8. State any return and restocking policy, and any fees, if applicable associated with returns.
9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
10. Describe your delivery commitment:
 - a. What is your fill rate guarantee?
 - b. What are your delivery days?
 - c. Do you offer next day delivery?
 - d. How do you facilitate emergency orders?
 - e. Are shipping charges exempt for ALL who use this contract?
 - f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
11. Describe the types of customer service available to agencies that use this contract:

Deleted: materials

INSTRUCTIONS

- a. Is online support available?
- b. Is phone support available?
- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
- d. How are problems resolved?
- e. What are the location and hours of your call centers?
- f. What response time is guaranteed when a customer service request is made?
- g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
- h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.
12. Describe how your company will assist customers in navigating OEM warranty process.
13. Describe how your firm will notify customers of new products.
14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).
15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?
16. Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)
17. Describe options for leasing and financing and the various payment methods accepted.

TAB 3 - Pricing Forms. The cost portion of the Response should include the following criteria:

1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

TAB 4 - Qualifications. (Abilities, Experience and Expertise). The following information should be included:

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
5. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services
6. Please submit your FEIN and Dunn & Bradstreet report.
7. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.
8. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
9. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
10. Provide information regarding if your organization ever failed to complete any work awarded.

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11. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

TAB 5 – Technology.

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
 - a. to search for products
 - b. to find alternate products (if a certain product is not available)
 - c. to perform side-by-side price comparison of products
 - d. to order products
 - f. to track order status, to include backordered items
 - g. to determine when an item was received and who received it
 - h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
 - i. to create approval paths/levels for orders, to include creating an approval path for restricted items
 - j. to create a "favorites" list or subscribed purchases other personalized list of frequently ordered items
 - k. to create a "shared" list for an agency to use
 - l. to obtain online customer service
 - m. to receive online training
 - n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
 - o. to track their budget for purchases
 - p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. How does your company leverage your website to inform customers of the additional savings that may be available.
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?
8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

TAB 6 - Other Forms. The following forms should be completed and signed:

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1. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Lawful Presence Affidavit
5. Respondent Certification form (Offer and Acceptance)
6. Respondent Questionnaire
7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

- ☐ Response will be sent in time to be received by City before Response due date and time.
- ☐ Original and proper number of copies submitted
- ☐ Response container properly labeled
- ☐ Pricing, math double-checked, form completed and included (Attachment A)
- ☐ Required Response Forms completed and included (Attachment B)
- ☐ Respondent Questionnaire form completed and included (Attachment C)
- ☐ Response to a National Program (Attachment D)
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ Warranty information, as applicable

6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent;

INSTRUCTIONS

(iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

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14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.
17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

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18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, geographical region or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the products or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; (iv) adjust points from the Respondent's score in the applicable evaluation criteria category or categories; or (v) accept any or all of a Respondent's exceptions.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.
- To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:
- Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
 - Intentionally invoice any amount greater than provided in a contract or to invoice for products or services not provided.
 - Intentionally offer or provide sub-standard products or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

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INSTRUCTIONS

23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
24. **PRESENTATIONS/INTERVIEWS:** The City reserves the right to conduct interviews which may include a demonstration of the supplier's website with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
26. **ADDITIONAL INVESTIGATIONS.** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
27. **PRIOR EXPERIENCE.** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
28. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.
29. **CRITERIA FOR EVALUATION AND AWARD:**
- a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution Information provided or referenced by Respondents in response to the Solicitation. Sources of information to be evaluated include, but are not limited to, as applicable, Responses, presentations, interviews, and Best and Final Offers.	500
Firm's Qualifications & Experience Information pertaining to the quality of work, accomplishments, skill, and knowledge regarding a Respondent's suitability for award. Information can come from any source including, but not limited to, Responses, Best and Final Offers, references, publicly or privately available information, and the City's experience with a Respondent.	300
Firm's Proposed Pricing Pricing will be evaluated based on the below criteria.	200

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The City has provided various sample items on the City of Mesa Market Basket Pricing (See Attachment A – “Pricing”) for pricing evaluation purposes. Suppliers are encouraged to provide pricing on as many items as possible.

Full Market Basket pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
 - c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
 - 1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
 - 2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.
 - d. As a part of the Response, Respondents are requested to provide references. The City reserves the right to: (1) Not contact any or all of a Respondent's references as the City may evaluate reference information provided in a Response; (2) Contact references not included in a Respondent's Response; and (3) Utilize as a reference City staff members who have experience with a Respondent. As references may not be contacted, Respondents are encouraged to provide as much detail as possible in Attachment C (Respondent Questionnaire).
30. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.
31. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not

INSTRUCTIONS

result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

32. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

33. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:

Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Matt.Bauer@MesaAZ.gov

ADDRESS APPEALS TO:

Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

34. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work and the Technical Requirements will be compiled into any resulting contract as Exhibit A.

1. **INTENT.** The City of Mesa (the "City") is requesting proposals from firms qualified to provide Information Technology Solutions and Services to be delivered to various locations throughout the City. Requirements and qualifications are defined in detail in the following Scope of Work and Technical Requirements Sections of this Request for Proposal (RFP).

2. **NATIONAL CONTRACT REQUIREMENTS.** The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in [products](#) distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

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National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment D.

The City anticipates spending approximately \$10 million over the full potential Master Agreement term for IT Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of IT Solutions purchased under the Master Agreement through National IPA is approximately \$500 million. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

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

SCOPE OF WORK

4. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier is through the following:
- a) Online
 - b) Telephone
 - b) Fax
 - c) Email
5. **DELIVERY REQUIREMENT.** Supplier agrees to deliver all products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and added, and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Supplier may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
6. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
- a) **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Suppliers that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b) **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c) **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d) **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e) **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Suppliers may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.
 - f) **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
 - g) **Computer and Network Products and Peripherals:** Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

SCOPE OF WORK

- h) **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Supplier must install them unless the Participating Agency request they not be installed. Supplier shall provide these assembly and installation services as stated in applicable order and additional terms and fees may apply.

- i) **Comprehensive Product Offering:** Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

- j) **Financing:** Options available such as lease programs and conditional sales contracts.

7. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

8. **AWARD.** It is the City's intention that a single or limited number of awards will be made under this solicitation however at the City's sole discretion, the City may consider multiple awards (See "Reservations").

9. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Supplier as permitted under the manufacturers return policy and Supplier's Return Policy found at www.shi.com/returnpolicy. In any event, the OEM's policies (which may include processing as a warranty claim) will apply. Supplier will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City.

10. **TERM.** This solicitation is for awarding a purchasing contract to cover an initial **five (5) year term**. An estimated initial term of **January 1st, 2018** through **December 31st, 2022**, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.

The parties agree any job orders, project agreements or maintenance agreements executed against Contract during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

11. **RENEWALS.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year periods**. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

12. **EXTENSIONS.** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Supplier to provide the services/products under this Agreement. The City intends to notify the Supplier in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

13. **PRICING.** Suppliers shall provide a price in the format of a minimum percentage discount off a verifiable price index. Suppliers may submit discounts for various manufacturers. At the time of purchase, suppliers may offer deeper discounts beyond the discounted price list, based on volume or other factors, as

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SCOPE OF WORK

applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Supplier requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Supplier will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Price discounts will be evaluated by applying the Supplier's discount to the prices listed on the verifiable price index.

It is the Supplier's responsibility to provide the City with an up-to-date price list for the duration of the contract.

- a) **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Supplier providing the products/service including transportation and delivery insurance. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Supplier further agrees that any reductions in the price of the products or services covered by this Agreement will apply to the undelivered balance. The Supplier shall promptly notify the City of such price reductions.

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

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

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

- c) **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 13, pricing may be adjusted for amounts other than inflation that represent actual costs to the Supplier based on the mutual agreement of the parties. The Supplier may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Supplier. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

Commented [PB1]: Warranty coverage is provided by the manufacturer (OEM) and not SHI. The manufacturers standard warranties apply unless the customer wishes to purchase extended warranty.

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SCOPE OF WORK

14. **TYPES AND AMOUNTS OF INSURANCE.** Insurance requirements are detailed in the Agreement document. Supplier must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Supplier operates with no employees, Supplier must provide the City with written proof Supplier has no employees. If employees are hired during the course of this Agreement, Supplier must procure worker's compensations in accordance with Arizona law.
- b. The Supplier shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

Prior to the execution of the Contract, the Supplier shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Supplier's insurance shall be primary of all other sources available. When the City is a certificate holder, the Supplier agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Supplier where permitted by law."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

ATTACHMENT A
PRICING

Offerors must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.



2018011 Pricing.xlsx

ATTACHMENT B
REQUIRED RESPONSE FORMS



Solicitation Required
Response Forms.docx

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Respondent Company Name/ DBA:	
Years in business providing similar services:	
Contractor's License No(s): (Submit a copy with the Response)	Type:
Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
List any other information which may be helpful in determining your qualifications for a potential contract:	

ATTACHMENT D
NATIONAL IPA PRICIPAL PROCUREMENT AGENCY ("PPA")



Attachment D
PPA.docx

EXHIBIT 1
DRAFT AGREEMENT



AGREEMENT PURSUANT TO SOLICITATION

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

CITY OF MESA, Arizona ("City")

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

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Delivery Address	
Attention	NameAndTitle
E-Mail	
Phone	
Fax	

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this ____ day of _____, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp., a(n) New Jersey corporation, ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

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RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

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C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

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D. "Products" means collectively third party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

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

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **January 1, 2018** and ending on **December 31, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order.

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EXHIBIT 1

DRAFT AGREEMENT

2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the ServicesProducts, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

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3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement

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4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

a. Amendments to the Agreement or any mutually agreed upon written agreements made between Contractor and Participating Agencies with conflicting terms to this Agreement where such conflicting terms shall supersede the terms stated herein.

b. Agreement

c. Exhibits

1. Mesa Standard Terms & Conditions

2. National IPA Agreement

3. Scope of Work

4. Other Exhibits not listed above

d. Solicitation including any addenda

e. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractors shall provide a price in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Commented [PB3]: "Contractor" is the defined term for SHI in this Agreement.

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Price discounts will be evaluated by applying the Contractor's discount to the list prices on the verifiable price index.

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It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

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EXHIBIT 1
DRAFT AGREEMENT

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the Products/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

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The Contractor further agrees that any reductions in the price of the Products or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

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

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

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

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

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

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

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EXHIBIT 1
DRAFT AGREEMENT

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

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

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7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

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7.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor, where permitted by law.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

EXHIBIT 1
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7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

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

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

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders prior to shipment of the products or provide a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such products to Contractor. All returns shall be made in accordance with Contractor's Return Policy. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

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

10. **WARRANTY.** Contractor warrants that the services will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service provided by Contractor will not relieve Contractor from its obligations under this warranty. If any services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide such services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **PRODUCT WARRANTY.** Contractor is a value added reseller ("VAR") of products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding product provided under this Agreement. Contractor shall forward the warranties to the City which are provided to Contractor from the OEM of the product, and to the extent granted by the OEM, the City shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between the City and OEM and the City agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER

EXHIBIT 1
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EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
 - (D) National IPA Agreement
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Limitation of Liability**
NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR

EXHIBIT 1
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IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

18. Force Majeure

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

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19. Title, Risk of Loss, Returns

A. Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within 24 hours after such delivery.

B. All returns of Product shall be made in accordance to Contractor's Return Policy found at www.shi.com/returnpolicy

20. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

21. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

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

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

CITY OF MESA, ARIZONA

By: _____

Printed Name

EXHIBIT 1
DRAFT AGREEMENT

CONTRACTOR NAME

Title

Date

REVIEWED BY:

By: _____

By: _____

Printed Name

Title

Date

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EXHIBIT 1
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EXHIBIT A
SCOPE OF WORK

The Scope of Work / Technical Specifications, National IPA Agreement and Contractor Response will be added here when Agreement is finalized.

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EXHIBIT 1
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EXHIBIT B
PRICING

Attachment A Pricing will be added here when Agreement is finalized.

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EXHIBIT 1
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EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

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

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require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

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

Deleted: The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.¶
iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

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

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

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11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any financial records related to the performance of work specified herein once per calendar year. Contractor will permit such inspections and audits during normal business hours and upon 30 days notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written

Deleted: In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement

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Deleted: <#>**BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

Deleted: <#>**SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

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assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

15. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.

16. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

17. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

18. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

19. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

20. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has received Contractor's properly prepared final invoice.

21. Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order

22. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

23. **INDEMNIFICATION/LIABILITY.**

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) willful misconduct by Contractor personnel under this

Deleted: If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

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Agreement; (ii) any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with the law in fulfillment of the services under this Agreement.

- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

- f. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

- g. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of products or services or any products or services at all under this Agreement and acknowledges and agrees that the products or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for products or services which exceed its actual needs.

- h. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.

- i. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

- j. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

- k. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

- l. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Products or equipment incidental to providing these services and such loss, injury, or destruction of the Products prior to delivery of the Products to the City. Risk of loss shall vest fully in the City after such delivery.

- m. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

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Deleted: or fulfill the obligations established by this Agreement

Deleted: ~~WARRANTY.~~ Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.¶ Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications

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Deleted: will not release Contractor from any obligation hereunder.

EXHIBIT 1
DRAFT AGREEMENT

- n. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything manufactured by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- o. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- p. _____
- q. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- _____
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- r. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- s. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- t. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- u. **INTEGRATION CLAUSE.** This Exhibit C, along with the Master Agreement and including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

Deleted: <#>WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

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Deleted: <#>provided

Moved up [1]: FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

Commented [PB11]: We aren't doing professional services.

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

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

Deleted: Agreement

EXHIBIT 1
DRAFT AGREEMENT

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

EXHIBIT 2
MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL

Submitted by:
Company Name:
Address:
City, State, Zip:

Solicitation # **2018011 INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**
Due Date: **October 23, 2017, at 3:00 p.m. local Arizona time**

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

ATTACHMENTS

Immediately following are documents called out as additional information within our response.

- D&B Report
- List of partners – this is in no way a complete list but an overview of partners that SHI can provide.

D&B REPORT

Live Report : SHI INTERNATIONAL CORP.


D-U-N-S® Number: 61-142-9481

Trade Names: SOFTWARE HOUSE INTERNATIONAL - S H I






Endorsement/Billing Reference: lee_harrell@SHI.com

D&B Address		Added to Portfolio: 03/28/2014	
Address	290 Davidson Ave Somerset, NJ, US - 08873	Location Type	Headquarters
Phone	732 764-8888	Web	www.shi.com
Fax	732-805-0818	Last View Date:	02/09/2016
		Endorsement :	lee_harrell@SHI.com

Company Summary

Currency: Shown in USD unless otherwise indicated 

Score Bar

Sales (Revenue)	5,797,204,000	Source: DNB, FISCAL, 12-31-2014
Net Worth	294,433,000	Source: DNB, FISCAL, 12-31-2014
Assets - Total	1,305,888,000	Source: DNB, FISCAL, 12-31-2014
Bankruptcy Found	No	
Commercial Credit Score	 526	Moderate Risk of severe payment delinquency.
Commercial Credit Score Percentile	 69	Moderate Risk of severe payment delinquency.
D&B Viability Rating	<div><div>1</div><div>3</div><div>A</div><div>A</div></div>	View More Details
Current Ratio	1.3	Source: DNB, FISCAL, 12-31-2014
Credit Limit - D&B Aggressive	900,000.00	Based on profiles of other similar companies.
PAYDEX®	 73	Paying 11 days past due
Commercial Credit Score Class	 3	Moderate Risk of severe payment delinquency.
Financial Stress Score Class	 2	Low to Moderate Risk of severe financial stress.
Credit Limit - D&B Conservative	400,000.00	Based on profiles of other similar companies.
D&B Rating	5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

D&B 3-month PAYDEX®

3-month D&B PAYDEX®: 74 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 9 Days Beyond Terms

D&B PAYDEX®

D&B PAYDEX® 73 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 11 days beyond terms

Commercial Credit Score Class

Commercial Credit Score Class: 3
Lowest Risk:1;Highest Risk :5

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	THAI LEE, CEO
Year Started	1989
Employees	2850 (1400 Here)
Financing	SECURED
SIC	7371 , 7374
Line of business	Custom computer programing, data processing/ preparation
NAICS	541511
History Status	CLEAR
Financial Condition	FAIR

Corporate Linkage

Subsidiaries (International)

Company	City , Country	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP	Milton Keynes , UNITED KINGDOM	23-041-6559
SHI Canada ULC	North York , CANADA	24-362-9057
SHI INTERNATIONAL SAS	ISSY LES MOULINEAUX , FRANCE	26-213-9752

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP.	TEMPE , Arizona	82-925-3066
SHI INTERNATIONAL CORP.	SAN DIEGO , California	82-925-3330
SHI INTERNATIONAL CORP.	ATLANTA , Georgia	82-925-3462
SHI INTERNATIONAL CORP.	SAN FRANCISCO , California	82-925-3215
SHI INTERNATIONAL CORP.	CHICAGO , Illinois	82-925-3769
SHI INTERNATIONAL CORP.	MINNEAPOLIS , Minnesota	82-925-3850
SHI INTERNATIONAL CORP.	SAINT LOUIS , Missouri	82-925-4023
SHI INTERNATIONAL CORP.	DALLAS , Texas	82-925-5251
SHI INTERNATIONAL CORP.	HOUSTON , Texas	82-925-5335
SHI INTERNATIONAL CORP.	RESTON , Virginia	82-925-5343
SHI INTERNATIONAL CORP.	BELLEVUE , Washington	82-925-5475
SHI INTERNATIONAL CORP.	TAMPA , Florida	83-240-0621
SHI INTERNATIONAL CORP.	SHAWNEE MISSION , Kansas	83-240-0688
SHI INTERNATIONAL CORP.	NEEDHAM , Massachusetts	83-240-0803
SHI INTERNATIONAL CORP.	DENVER , Colorado	83-240-0662

Financial Stress Score Class

Financial Stress Score Class: 2
Lowest Risk:1;Highest Risk :5

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.


SHI INTERNATIONAL CORP.	INDIANAPOLIS , Indiana	83-240-0852
SHI INTERNATIONAL CORP.	CHAPEL HILL , North Carolina	17-958-9937
SHI INTERNATIONAL CORP.	WAYNE , Pennsylvania	02-958-1868
SHI INTERNATIONAL CORP.	DURHAM , North Carolina	07-166-5395
SHI INTERNATIONAL CORP.	CROFTON , Maryland	04-235-0384
SHI INTERNATIONAL CORP.	REMER , Minnesota	05-845-6218
SHI INTERNATIONAL CORP.	EL SEGUNDO , California	07-940-9361
SHI INTERNATIONAL CORP.	NEW YORK , New York	07-940-9369
SHI INTERNATIONAL CORP.	SOUTHFIELD , Michigan	07-940-9364
SHI INTERNATIONAL CORP.	ISSAQUAH , Washington	11-899-4420

This list is limited to the first 25 branches.
For the complete list, Please logon to DNBi and view the Dynamic Family Tree Information.

Branches (International)

Company	City , Country	D-U-N-S® NUMBER
Software House International	NORTH VANCOUVER , CANADA	25-930-0382
SHI International Corp.	CENTRAL DISTRICT , HONG KONG	66-834-4679

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : 5A3

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 3 is fair

The Rating was changed on May 5, 2015 because the History of the company is now "Clear ".

Below is an overview of the companys rating history since 09-28-1999

D&B Rating	Date Applied
5A3	05-05-2015
--	11-26-2014
5A3	08-21-2014
--	06-12-2014
5A2	05-20-2014
5A3	05-12-2009
5A2	03-16-2009
5A3	05-07-2002
4A3	07-25-2001
4A2	09-28-1999

Sales: 5,797,204,000.00
(Up by 15.9%
from last year)

Number of Employees Total: 2,850 (1400 here)

Worth: 294,433,000
(Up by 15.1% (As of 31-Dec-14)
from last year)

Working Capital:	\$253,466,000	(As of 31-Dec-14)
------------------	---------------	--------------------

Payment Activity:	(based on 247 experiences)
Average High Credit:	993,122
Highest Credit:	50,000,000
Total Highest Credit:	209,080,850

D&B Credit Limit Recommendation

Conservative credit Limit	400,000
Aggressive credit Limit:	900,000

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class : **2**  (Lowest Risk:1; Highest Risk:5)

Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

- Risk of Severe Financial Stress for Businesses with this Class: **0.09 %** (9 per 10,000)
- Financial Stress National Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score : **1526** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

- Low proportion of satisfactory payment experiences to total payment experiences.
- High proportion of slow payment experiences to total number of payment experiences.
- UCC Filings reported.
- High number of inquiries to D & B over last 12 months.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.

The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.

The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	77
Region: MIDDLE ATLANTIC	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Similar risk compared to other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : **3**  Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **5.80 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **526** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Proportion of slow payments in recent months
- Recent high balance past due
- Financial ratios
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.

The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.

The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.

The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.


Norms	National %
-------	------------

This Business	69
Region: MIDDLE ATLANTIC	51
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 500-38527	84
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.


Trade Payments

Currency: Shown in USD unless otherwise indicated 

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	73	Equal to 11 days beyond terms (Pays more slowly than the average for its industry of 2 days beyond terms)
Industry Median is	79	Equal to 2 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	247
Payments Within Terms (not weighted)	66 %
Trade Experiences with Slow or Negative Payments(%)	42.51%
Total Placed For Collection	1
High Credit Average	993,122
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	15,000,000

D&B PAYDEX® : 73  (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 11 days beyond terms

3-Month D&B PAYDEX® : 74  (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 9 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15	1/16	2/16
This Business	73	72	72	72	73	73	73	73	74	74	73	73
Industry Quartiles												
Upper	80	.	.	80	.	.	80	.	.	80	.	.
Median	79	.	.	79	.	.	79	.	.	79	.	.
Lower	72	.	.	72	.	.	72	.	.	71	.	.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
The 12-month high is 74 , or equal to 9 DAYS BEYOND terms
The 12-month low is 72 , or equal to 12 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Previous Year	03/14 Q1'14	06/14 Q2'14	09/14 Q3'14	12/14 Q4'14
This Business	76	77	73	72
Industry Quartiles				
Upper	80	80	80	80
Median	79	79	79	79
Lower	72	72	72	72

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
The present industry median Score is 79 , or equal to 2 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	46	206,250,000	79%
50,000-100,000	13	930,000	80%
15,000-49,999	39	1,065,000	71%
5,000-14,999	32	220,000	67%
1,000-4,999	42	76,500	66%
Under 1,000	38	14,250	61%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 247 payment experience(s) in D&Bs file for the most recent 24 months, with 165 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 15,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Rev'd (#)	Total Amts	Largest High Credit Within Terms (%)	Days Slow <31 31-60 61-90 90> (%) (%) (%) (%)				
Top Industries								
Whol electronic parts	20	71,122,000	50,000,000	50	50	0	0	0
Whol computers/softwr	17	101,800,500	50,000,000	98	2	0	0	0
Prepackaged software	11	4,300,000	2,000,000	91	7	0	2	0
Telephone communictns	11	224,850	100,000	98	2	0	0	0
Mfg computers	10	15,357,750	8,000,000	90	8	2	0	0
Nonclassified	9	723,750	500,000	61	39	0	0	0
Custom programming	7	1,008,750	600,000	50	0	30	0	20
Short-trm busn credit	7	155,100	100,000	90	10	0	0	0
Whol office supplies	5	62,250	55,000	56	44	0	0	0
Misc business credit	5	95,000	50,000	100	0	0	0	0
Whol office equipment	4	2,285,000	1,000,000	49	11	18	0	22
Mfg process controls	4	195,000	65,000	67	33	0	0	0
Mfg photograph equip	4	33,500	25,000	100	0	0	0	0
Trucking non-local	4	6,250	5,000	40	12	8	0	40
Whol appliances	3	4,002,750	4,000,000	100	0	0	0	0
Whol misc profsn eqpt	3	203,000	200,000	51	49	0	0	0
Misc business service	3	43,500	40,000	97	0	3	0	0
Engineering services	3	67,500	35,000	96	0	2	0	2
Public finance	3	31,750	30,000	100	0	0	0	0
Mfg calculating eqpt	3	15,750	15,000	3	0	95	0	2
Ret mail-order house	3	11,000	7,500	69	11	20	0	0
Mfg electric test prd	3	15,000	5,000	100	0	0	0	0
Arrange cargo transpt	3	2,850	2,500	0	6	0	94	0
Computer system desgn	2	2,050,000	2,000,000	49	50	1	0	0
Business consulting	2	2,002,500	2,000,000	50	50	0	0	0
Mfg measure devices	2	1,000,750	1,000,000	50	50	0	0	0
Mfg computer storage	2	507,500	500,000	100	0	0	0	0
Misc equipment rental	2	95,000	65,000	100	0	0	0	0
Radiotelephone commun	2	55,000	40,000	73	0	0	0	27
Data processing svcs	2	32,500	30,000	100	0	0	0	0
Mfg comp peripherals	2	31,000	30,000	3	97	0	0	0
Mfg switchgear-boards	2	30,000	20,000	33	0	67	0	0
Whol service paper	2	22,500	20,000	89	11	0	0	0
Mfg public bldg furn	2	16,000	15,000	94	0	3	3	0
Detective/guard svcs	2	10,250	10,000	51	49	0	0	0
Whol electrical equip	2	5,250	5,000	52	0	48	0	0
Mfg sheet metalwork	1	200,000	200,000	50	0	0	0	50
Mfg misc plastic prdt	1	100,000	100,000	50	0	0	50	0
Mfg medical instrmnt	1	100,000	100,000	0	100	0	0	0
Travel agency	1	95,000	95,000	100	0	0	0	0
Mfg environment cntrl	1	85,000	85,000	100	0	0	0	0
Misc advertising svcs	1	80,000	80,000	100	0	0	0	0

Tour operator	1	65,000	65,000	100	0	0	0	0
Air courier service	1	45,000	45,000	50	0	0	0	50
Mfg relays/controls	1	45,000	45,000	50	0	0	0	50
Electric eqpt repair	1	25,000	25,000	50	0	0	50	0
Mfg recording media	1	20,000	20,000	0	0	100	0	0
Mfg refrig/heat equip	1	20,000	20,000	100	0	0	0	0
Copper roll/drawing	1	10,000	10,000	100	0	0	0	0
Whol auto parts	1	7,500	7,500	0	100	0	0	0
Mfg nonwd office furn	1	5,000	5,000	50	50	0	0	0
Ret stationery	1	5,000	5,000	50	0	50	0	0
Help supply service	1	5,000	5,000	100	0	0	0	0
Misc publishing	1	2,500	2,500	50	0	0	50	0
Nonphysical research	1	2,500	2,500	0	100	0	0	0
Natnl commercial bank	1	2,500	2,500	100	0	0	0	0
Mfg signs/ad spectlys	1	2,500	2,500	100	0	0	0	0
Ret electronics	1	2,500	2,500	100	0	0	0	0
Mfg plane engine/part	1	1,000	1,000	0	0	0	0	100
Coating/engrave svcs	1	1,000	1,000	50	50	0	0	0
Whol industrial equip	1	1,000	1,000	100	0	0	0	0
Whol piece goods	1	1,000	1,000	50	50	0	0	0
Information retrieval	1	1,000	1,000	100	0	0	0	0
Gravure printing	1	1,000	1,000	50	0	0	50	0
Mfg computer terminal	1	1,000	1,000	50	50	0	0	0
Mfg manifold forms	1	750	750	100	0	0	0	0
Whol heating/ac equip	1	500	500	0	0	100	0	0
Whol nondurable goods	1	500	500	100	0	0	0	0
Mfg telephone equip	1	250	250	100	0	0	0	0
Mfg frozen deserts	1	250	250	0	0	100	0	0
Books-print/publish	1	100	100	0	0	0	0	100
Reg misc coml sector	1	100	100	100	0	0	0	0
Mfg broadcastng equip	1	100	100	0	100	0	0	0
Mfg misc office eqpt	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Whol chemicals	1	50	50	0	0	0	0	100
Mfg lab apparatus	1	0	0	0	0	0	0	0
Other payment categories								
Cash experiences	24	505,550	500,000					
Payment record unknown	9	19,450	10,000					
Unfavorable comments	1	100	100					
Placed for collections	1	N/A	0					
Total in D&B's file	247	209,080,850	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
02/16	Ppt	65,000	5,000		Lease Agreeemnt	


	Ppt	40,000	30,000	0	1 mo
	Ppt	30,000	100	Lease Agreemnt	
	Ppt	1,000	1,000	0	1 mo
	Ppt-Slow 30	500,000	250,000	250,000 N30	1 mo
	Ppt-Slow 30	45,000	25,000	7,500 N30	1 mo
	Slow 30	10,000	10,000	10,000 N30	1 mo
01/16	Ppt	40,000,000	20,000,000	0 N30	1 mo
	Ppt	7,000,000	7,000,000	0 N30	1 mo
	Ppt	1,000,000	95,000	0	1 mo
	Ppt	500,000	100	0	1 mo
	Ppt	100,000	100,000	0	1 mo
	Ppt	85,000	20,000	0	1 mo
	Ppt	50,000	25,000	0	1 mo
	Ppt	40,000	25,000	0	1 mo
	Ppt	40,000	35,000	0	1 mo
	Ppt	25,000	0		6-12 mos
	Ppt	20,000	20,000	0 N30	1 mo
	Ppt	15,000	10,000	0	1 mo
	Ppt	10,000	0	0	6-12 mos
	Ppt	7,500	7,500	0	1 mo
	Ppt	5,000	5,000	0	1 mo
	Ppt	5,000	2,500	0	1 mo
	Ppt	5,000	0		6-12 mos
	Ppt	5,000	0	0	4-5 mos
	Ppt	5,000	5,000	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	0	0 N30	2-3 mos
	Ppt	2,500	0	0	2-3 mos
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	250	0	1 mo
	Ppt	2,500	750	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	0	0	2-3 mos
	Ppt	1,000	1,000	0	1 mo
	Ppt	1,000	0	0	4-5 mos
	Ppt	1,000	500	0	1 mo
	Ppt	1,000	1,000	0	1 mo
	Ppt	750	0	0	2-3 mos
	Ppt	750			1 mo
	Ppt	750	250	0	
	Ppt	250	250	0 N30	1 mo
	Ppt	250	0	0	2-3 mos
	Ppt	250	0	0	1 mo
	Ppt	250	0	0	6-12 mos
	Ppt	250	0	0	6-12 mos
	Ppt	50	0	0 N30	2-3 mos
	Ppt-Slow 30	50,000,000	50,000,000	15,000,000	1 mo
	Ppt-Slow 30	2,000,000	1,000,000	1,000,000	1 mo
	Ppt-Slow 30	400,000	400,000	0 N30	1 mo
	Ppt-Slow 30	200,000	100,000	0	1 mo
	Ppt-Slow 30	100,000	15,000	750	1 mo
	Ppt-Slow 30	55,000	55,000	5,000 1 10 N30	1 mo
	Ppt-Slow 30	10,000	10,000	2,500	1 mo

	Ppt-Slow 30	5,000	1,000	1,000	1 15 N30	1 mo
	Ppt-Slow 30	1,000	0	0		2-3 mos
	Ppt-Slow 60	600,000	85,000	15,000		1 mo
	Ppt-Slow 60	2,500	2,500	1,000		1 mo
	Ppt-Slow 60	1,000	0	0		2-3 mos
	Ppt-Slow 90	100,000	0	0		2-3 mos
	Ppt-Slow 90	25,000	15,000	15,000		2-3 mos
	Ppt-Slow 90	1,000	500	500		2-3 mos
	Ppt-Slow 240	5,000	0	0		2-3 mos
	Slow 10	500	0	0		6-12 mos
	Slow 10	500	0	0	N30	6-12 mos
	Slow 30	100,000	25,000	25,000		1 mo
	Slow 30	7,500	7,500	5,000		1 mo
	Slow 30	2,500	1,000	1,000	N30	1 mo
	Slow 60	500	0	0	N30	6-12 mos
	Slow 60	500	100	0		1 mo
	Slow 90	2,500	2,500	2,500		2-3 mos
	Slow 30-90	1,000	500	100		1 mo
	Slow 30-90	250	250	250		4-5 mos
	Slow 30-90	100	100	100		
	Slow 30-90+	15,000	7,500	7,500		4-5 mos
	Slow 90+	50	50	50		
	(077)	0	0	0	Cash account	2-3 mos
06/15	Slow 60	20,000	0	0	N30	6-12 mos
03/15	Slow 60	20,000	0	0		4-5 mos
	(080) Credit refused .	100	100	100		1 mo

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated 

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	64
Status	Released
CASE NO.	J819037
Type	County Tax
Filed By	TAX COLLECTOR
Against	SHI INTERNATIONAL CORP, SAN FRANCISCO, CA
Where Filed	SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO, CA
Date Status Attained	11/20/15
Date Filed	01/03/14
Latest Info Received	12/23/15

UCC Filings

Type	Continuation
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2004-05-18
Latest Info Received	06/01/04
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Computer equipment including proceeds and products - and OTHERS
Type	Amendment
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2005-02-01
Latest Info Received	03/02/05
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Amendment
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA IBM CREDIT CORPORATION, ARMONK, NY
Debtor	SOFTWARE HOUSE INTERNATIONAL INC and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2008-10-02
Latest Info Received	11/25/08
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Continuation
Sec. Party	IBM CREDIT CORPORATION, ARMONK, NY IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SHI INTERNATIONAL CORP. and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2009-03-16
Latest Info Received	05/15/09
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-03
Latest Info Received	12/20/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ARMONK, NY
Debtor	SHI INTERNATIONAL CORP. and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-12-21
Latest Info Received	04/07/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-03-23
Latest Info Received	05/16/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	AGREEMENT and proceeds
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Type	Partial release
Sec. Party	IBM CREDIT LLC, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-06-25
Latest Info Received	09/04/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-08-01
Latest Info Received	09/28/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-11-01
Latest Info Received	01/10/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Amendment
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-11-15
Latest Info Received	02/28/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
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Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2013-02-13
Latest Info Received	04/18/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Continuation
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2014-04-16
Latest Info Received	09/09/14
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	Inventory including proceeds and products - Chattel paper including proceeds and products
Type	Original
Sec. Party	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL
Debtor	SHI INTERNATIONAL CORP
Filing No.	26077512
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-09-14
Latest Info Received	10/14/11

Type	Amendment
Sec. Party	BANC OF AMERICA LEASING & CAPITAL. LLC, CHICAGO, IL BANK OF AMERICA, NATIONAL ASSOCIATION, CHICAGO, IL
Debtor	SHI INTERNATIONAL CORP
Filing No.	26077512
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-03
Latest Info Received	02/16/12
Original UCC Filed Date	2011-09-14
Original Filing No.	26077512

Collateral	Accounts receivable and proceeds - Account(s) and proceeds
Type	Original
Sec. Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor	SHI INTERNATIONAL CORP.

Filing No. 51220974
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2015-06-25
Latest Info Received 07/31/15

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Collateral Accounts receivable and proceeds - Account(s) and proceeds
Type Original
Sec. Party CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor SHI INTERNATIONAL CORP.
Filing No. 50581191
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2013-07-25
Latest Info Received 08/16/13

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Collateral Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - and OTHERS
Type Original
Sec. Party EVERBANK COMMERCIAL FINANCE, INC., PARSIPPANY, NJ
Debtor SHI INTERNATIONAL CORP.
Filing No. 50451760
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2013-02-21
Latest Info Received 03/18/13

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Collateral Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - Computer equipment and proceeds - and OTHERS
Type Original
Sec. Party SG EQUIPMENT FINANCE USA CORP., JERSEY CITY, NJ
Debtor SHI INTERNATIONAL CORP.
Filing No. 50363506
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-10-17
Latest Info Received 12/20/12

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Collateral Accounts receivable and proceeds - Contract rights and proceeds
Type Original
Sec. Party JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, CHICAGO, IL
Debtor SHI INTERNATIONAL CORP.
Filing No. 50219681
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-04-04
Latest Info Received 04/19/12

Collateral	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
Type	Original
Sec. Party	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50126880
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-11-18
Latest Info Received	12/12/11


Collateral	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
Type	Original
Sec. Party	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50111916
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-28
Latest Info Received	11/11/11

Collateral	Equipment and proceeds
Type	Original
Sec. Party	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL EMC CORPORATION, HOPKINTON, MA
Debtor	SHI INTERNATIONAL CORP.
Filing No.	26705781
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2015-05-14
Latest Info Received	07/28/15

Government Activity		
Activity summary		
Borrower (Dir/Guar)		NO
Administrative Debt		NO
Contractor		YES
Grantee		NO
Party excluded from federal program(s)		NO
Possible candidate for socio-economic program consideration		
Labour Surplus Area		N/A
Small Business		N/A
8(A) firm		N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events


Currency: Shown in USD unless otherwise indicated 

Special Events

02/24/2016 -MERGER/ACQUISITION :

According to published reports, SHI International Corp. announced that it has acquired Eastridge, DUNS 124591228, (Winston Salem, NC).

History & Operations

Currency: Shown in USD unless otherwise indicated 

Company Overview

Company Name:	SHI INTERNATIONAL CORP.
Doing Business As :	SOFTWARE HOUSE INTERNATIONAL , S H I
Street Address:	290 Davidson Ave Somerset , NJ 08873
Phone:	732 764-8888
Fax:	732-805-0818
URL:	http://www.shi.com
History	Is clear
Operations	Profitable
Present management control	27 years
Annual Sales	5,797,204,000

History

The following information was reported: **05/06/2015**

Officer(s):	THAI LEE, CEO KOGUAN LEO, CHB HAL JAGGER, V PRES PAUL NG, CFO-SEC-V PRES MELISSA GRAHAM, V PRES CELESTE LEE, V PRES AL FITZGERALD, V PRES
DIRECTOR(S) :	THE OFFICER(S)

The New Jersey Secretary of State's business registration file showed that SHI International Corp. was registered as a corporation on November 1989, under the file registration number 0100434583.

Business started 1989 by Leo Koguan. 60% of capital stock is owned by Thai Lee. 40% of capital stock is owned by Leo Koguan.

In November 1989, Software House International Inc was formed by Leo Koguan with the purchased of assets of Software House.

THAI LEE born 1958. Thai holds an MBA from Harvard Business School.

KOGUAN LEO born 1955. Koguan holds a Master's in International Relations.

HAL JAGGER. Hal obtained his B.A. of Political Science from the University of California, Davis in 1994.

PAUL NG. 1989-present active here.

MELISSA GRAHAM. Antecedents not available.

CELESTE LEE. Celeste holds a Master's from Harvard University.

AL FITZGERALD. Antecedents not available.

Operations

05/06/2015

	Provides computer programming services, specializing in software development or applications. Provides computer and data processing, and preparation and data processing services.
Description:	Has 15,000 account(s). Terms are Net 30 days. Sells to commercial concerns and governmental accounts. Territory : International.
	Nonseasonal.
Employees:	2,850 which includes officer(s). 1,400 employed here.
Facilities:	Owns 440,000 sq. ft. in on 1st-4th floor of a five story brick a building.
Location:	Central business section on side street.
Branches:	This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.
Subsidiaries:	This business has one subsidiary.
	Shi/Government Solutions, Inc.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7371 0300 Computer software development and applications

7374 0000 Data processing and preparation

7374 9902 Data processing service

NAICS:

541511 Custom Computer Programming Services

518210 Data Processing, Hosting, and Related Services

518210 Data Processing, Hosting, and Related Services

Financials

Company Financials: D&B

05/06/2015

Two-year Statement Comparative:

	Fiscal Consolidated Dec 31 2014	Fiscal Consolidated Dec 31 2013
Current Assets	1,264,921,000	1,087,624,149
Current Liabilities	1,011,455,000	873,910,309
Current Ratio	1.25	1.24
Working Capital	253,466,000	213,713,840
Other Assets	40,967,000	42,138,512
Net Worth	294,433,000	255,852,352

Sales	5,797,204,000	5,003,074,575
Long Term Liab	0	0
Net Profit (Loss)	89,269,000	74,773,105

Additional Financial Data

Fiscal Consolidated statement dated DEC 31 2014

Assets		Liabilities	
Cash	84,268,000	Accts Pay	801,601,000
Accts Rec	1,122,641,000	Wholesale Financing Agree Advances	163,538,000
Inventory	52,776,000	Accruals	45,814,000
Prepaid Exps & Sundry Receivable	5,236,000	Due To Related Party	502,000
Curr Assets	1,264,921,000	Curr Liabs	1,011,455,000
Fixt & Equip	40,162,000	COMMON STOCK	100,000
Security Deposits & Other Assets	805,000	ADDIT. PD.-IN CAP	300,000
		ACCUM OTHER COMPREHENSIVE INCOME	1,895,000
		RETAINED EARNINGS	292,138,000
Total Assets	1,305,888,000	Total Liabilities + Equity	1,305,888,000

From JAN 01 2014 to DEC 31 2014 annual sales \$5,797,204,000; cost of goods sold \$5,354,580,000. Gross profit \$442,624,000; operating expenses \$348,727,000. Operating income \$93,897,000; other income \$794,000; other expenses \$3,512,000; net income before taxes \$91,179,000; other tax \$1,910,000. Net income \$89,269,000.

Extent of audit, if any, not indicated.

Fixed assets shown net less \$33,278,760 depreciation.

On MAY 01 2015 Akif Nizam, controller, referred to the above figures.

Request Financial Statements

Requested financials are provided bySHI INTERNATIONAL CORP.and are not DUNSRight certified.

Key Business Ratios

Statement Date	Dec 31 2014
Based on this Number of Establishments	18

Industry Norms Based On 18 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	1.5	7.8	4
Return on Net Worth %	30.3	16.8	2
Short-Term Solvency			
Current Ratio	1.3	2.6	4
Quick Ratio	1.2	2.0	3

Efficiency			
Assets to Sales %	22.5	88.1	1
Sales / Net Working Capital	22.9	3.0	1
Utilization			
Total Liabilities / Net Worth (%)	343.5	59.5	4

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PARTNERS

Immediately following is a high-level list of the products SHI is able to provide to the City of Mesa/IPA. Upon award, SHI would be happy to provide a much more comprehensive list if necessary.

3M - Computer Accessories, Digital Telephones
3M - General Accessories and Telephony
Accellion - Software
Acer - Computer Accessories, Digital Telephones
Acer - Computers
Acer - Displays and monitors
Acronis Software - General Accessories and Telephony
Acronis Software - Software
Acronis Software - Software
AddOn - Cables
AddOn - General Accessories and Telephony
AddOn - Memory
Adesso - Computer Accessories, Digital Telephones
Adobe - Software
Agate Software - Software
AlienVault - Software
Alliance Enterprises - Software
Altova - Software
APC by Schneider Electric - Computer Accessories, Digital Telephones
APC by Schneider Electric - Racks
Apple - Computer Accessories, Digital Telephones
Apple - Computers
Apple - General Accessories and Telephony
Apricorn - Storage Products
Arcserve - Software
AssetWorks - Software
ASUSTeK COMPUTER - Computer Accessories, Digital Telephones
ASUSTeK COMPUTER - Computers
ASUSTeK COMPUTER - Displays and monitors
ASUSTeK COMPUTER - General Accessories and Telephony
Atlassian - Software
Attachmate - Software
Attunity - Software
Audio - Technica - General Accessories and Telephony
Autodesk - Software
Avery - Office Supplies
Axiom Memory Solutions - Batteries
Axiom Memory Solutions - Cables
Axiom Memory Solutions - General Accessories and Telephony
Axiom Memory Solutions - Memory
Axiom Memory Solutions - Storage Products
Axway - Software
B&B Electronics Manufacturing Company - General Accessories and Telephony

Barracuda Networks - General Accessories and Telephony
Barracuda Networks - Software
Barracuda Networks - Storage Products
Battery Technology - Batteries
Battery Technology - General Accessories and Telephony
Belkin - Cables
Belkin - Computer Accessories, Digital Telephones
Belkin - Computer Bags and Cases
Belkin - General Accessories and Telephony
BenQ - Displays and monitors
Bentley Systems - Software
BeyondTrust Software - Software
Bitdefender - Software
Black Box - Cables
Black Box - Computer Accessories, Digital Telephones
Black Box - General Accessories and Telephony
Black Box - Racks
Bluebeam Software - Software
Bluebeam Software - Software
BMC Software - Software
Bomgar - Software
Box - Software
Brenthaven - Computer Bags and Cases
Brocade Communications Systems - Computer Accessories, Digital Telephones
Brocade Communications Systems - Software
Brocade Communications Systems - Software
Brother - Computer Accessories, Digital Telephones
Brother - Office Supplies
Brother - Printers
Buffalo Technology - Storage Products
BUSlink - General Accessories and Telephony
BUSlink - Storage Products
C2G - Cables
C2G - Computer Accessories, Digital Telephones
C2G - General Accessories and Telephony
CA Technologies - Software
Canon - Batteries
Canon - Cameras
Canon - Computer Accessories, Digital Telephones
Canon - General Accessories and Telephony
Canon - Printers
Carbon Black - Software
Cartegraph - Software
Case Logic - Computer Bags and Cases
Case Logic - General Accessories and Telephony
Cellebrite - Software
Check Point Software Technologies - General Accessories and Telephony
Check Point Software Technologies - Software

Cherwell - Software
Chief Manufacturing - Computer Accessories, Digital Telephones
Cisco Systems - Cables
Cisco Systems - Computer Accessories, Digital Telephones
Cisco Systems - General Accessories and Telephony
Cisco Systems - Racks
Cisco Systems - Software
Cisco Systems - Software
Cisco Systems - Storage Products
Citrix Systems - Software
CODi - Computer Bags and Cases
CommVault Systems - Software
Comprehensive Cable - Cables
Conduviv Technologies - Software
Corel - Software
CrowdStrike - Software
CSI Technology Group - Software
Da-Lite Screen - General Accessories and Telephony
Decision Lens - Software
Dell - Batteries
Dell - Cables
Dell - Computer Accessories, Digital Telephones
Dell - Computer Bags and Cases
Dell - Computers
Dell - Displays and monitors
Dell - General Accessories and Telephony
Dell - Memory
Dell - Printers
Dell - Racks
Dell - Storage Products
D-Link Systems - Computer Accessories, Digital Telephones
DocuSign - Software
Dropbox - Software
Eaton Corporation - Computer Accessories, Digital Telephones
Eaton Corporation - Racks
EDGE Memory - Memory
EDGE Memory - Storage Products
Elite Screens - General Accessories and Telephony
Embarcadero Technologies - Software
Embarcadero Technologies - Software
EMC - Software
enChoice - Software
EntIT Software LLC - Software
EntIT Software LLC - Software
Epson - Computer Accessories, Digital Telephones
Epson - General Accessories and Telephony
Epson - Printers
eReplacements - Batteries

eReplacements - General Accessories and Telephony
Ergotron - Computer Accessories, Digital Telephones
Ergotron - General Accessories and Telephony
Erwin - Software
Erwin - Software
ESET - Software
Exabeam, Inc - Software
F5 Networks - Software
Faronics - Software
Fellowes - General Accessories and Telephony
FireEye - Software
Fischer International Identity - Software
Flexera Software - Software
Forcepoint LLC - Software
ForeScout Technologies - Software
ForgeRock - Software
Fortinet - General Accessories and Telephony
Fortinet - Software
Fortinet - Software
Fujifilm - Cameras
Fujitsu - Batteries
Fujitsu - Computer Accessories, Digital Telephones
Fujitsu - Computer Bags and Cases
Fujitsu - Computers
Fujitsu - General Accessories and Telephony
Fujitsu - Memory
Fujitsu - Storage Products
Genus Technologies - Software
GFI Software - Software
GlobalSCAPE - General Accessories and Telephony
GlobalSCAPE - Software
Griffin Technology - General Accessories and Telephony
Hewlett Packard Enterprise - Cables
Hewlett Packard Enterprise - Computer Accessories, Digital Telephones
Hewlett Packard Enterprise - Computers
Hewlett Packard Enterprise - General Accessories and Telephony
Hewlett Packard Enterprise - Memory
Hewlett Packard Enterprise - Racks
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Storage Products
Honeywell - Computer Accessories, Digital Telephones
Honeywell - General Accessories and Telephony
Honeywell - Printers
Hootsuite - Software
HP, Inc. - Batteries
HP, Inc. - Computer Accessories, Digital Telephones
HP, Inc. - Computer Bags and Cases

HP, Inc. - Computers
HP, Inc. - Displays and monitors
HP, Inc. - General Accessories and Telephony
HP, Inc. - Memory
HP, Inc. - Office Supplies
HP, Inc. - Printers
HP, Inc. - Software
HP, Inc. - Storage Products
IBM - Computer Accessories, Digital Telephones
IBM - Software
Idera - Software
Imperva - Software
Imprivata, Inc. - Software
Incapsulate LLC - Software
Incipio Technologies - Computer Bags and Cases
Incipio Technologies - General Accessories and Telephony
Informatica Corporation - Software
Intel - General Accessories and Telephony
Intel - Storage Products
Intermec - Printers
Intermedix - Software
InterSystems - Software
IOGEAR - Computer Accessories, Digital Telephones
Ipswitch - Software
Ipswitch - Software
Ivanti - Software
Jabra - General Accessories and Telephony
JAMF Software - Software
JAMF Software - Software
Juniper Networks - General Accessories and Telephony
Kaspersky Labs - Software
Kaspersky Labs - Software
Kensington - Computer Accessories, Digital Telephones
Kensington - Computer Bags and Cases
Kensington - General Accessories and Telephony
Kingston Technology - Memory
Kingston Technology - Storage Products
Kodak - Cameras
Kofax Image Products - Software
Kronos - Software
Laserfiche - Software
Lawsoft - Software
Lenovo - Batteries
Lenovo - Computer Accessories, Digital Telephones
Lenovo - Computer Bags and Cases
Lenovo - Computers
Lenovo - Displays and monitors
Lenovo - General Accessories and Telephony

Lenovo - Memory
Lenovo - Racks
Lenovo - Storage Products
Lexmark International - Computer Accessories, Digital Telephones
Lexmark International - General Accessories and Telephony
Lexmark International - Printers
LG Electronics - Displays and monitors
LifeSize - Software
Lightspeed Systems - Software
LockPath, Inc - Software
Logitech - Cameras
Logitech - Computer Accessories, Digital Telephones
Logmein, Inc. - Software
LogRhythm - Software
Malwarebytes - Software
McAfee - Software
Micro Focus - Software
Micron Technology - Memory
Microsoft - Cameras
Microsoft - Computer Accessories, Digital Telephones
Microsoft - Computers
Microsoft - Software
Mimecast - Software
Mobile Edge - Computer Bags and Cases
Mobile Edge - General Accessories and Telephony
Modo Labs - Software
MuleSoft - Software
NEC - Computer Accessories, Digital Telephones
NEC - Displays and monitors
NEC - General Accessories and Telephony
NETGEAR - Computer Accessories, Digital Telephones
NETGEAR - General Accessories and Telephony
NetMotion Wireless - Software
NetOp - Software
Netscout Systems - Software
NetWrix Corporation - Software
Nimble Storage - Software
Nintex - Software
Nuance Communications - Software
Nutanix - Software
OGIO - Computer Bags and Cases
OKI - Computer Accessories, Digital Telephones
OKI - Printers
Olympus - General Accessories and Telephony
OpenText - Software
Oracle - Software
OtterBox - General Accessories and Telephony
Overland Storage - Storage Products

Palo Alto Networks - Software
Panasonic - Batteries
Panasonic - Computer Accessories, Digital Telephones
Panasonic - Computers
Panasonic - Displays and monitors
Panasonic - General Accessories and Telephony
Panasonic - Office Supplies
Panduit - Cables
Panduit - General Accessories and Telephony
Panduit - Racks
Pega - Software
Pega Systems - Software
Philips - Displays and monitors
Pitney Bowes - Software
Planar Systems - Displays and monitors
Plantronics - General Accessories and Telephony
PNY Technologies - Memory
Polycom - General Accessories and Telephony
PrinterLogic - Software
Promise Technology - General Accessories and Telephony
Proofpoint - Software
ProPhoenix - Software
QNAP Systems, Inc - General Accessories and Telephony
Qualtrics - Software
Qualys - Software
Quantum - Storage Products
Quest Software - General Accessories and Telephony
Quest Software - Software
Quest Software - Software
Quest Software - Storage Products
Rapid7 - Software
Raritan Computer - Computer Accessories, Digital Telephones
Red Gate Software - Software
Red Hat - Software
Ricoh - Computer Accessories, Digital Telephones
Ricoh - Office Supplies
Ricoh - Printers
Rocket Software, Inc. - Software
RSA Security - Software
Ruckus Wireless - General Accessories and Telephony
SailPoint - Software
Salesforce - Software
Salient Corporation - Software
Samsonite - Computer Bags and Cases
Samsung - Batteries
Samsung - Computer Accessories, Digital Telephones
Samsung - Computers
Samsung - Displays and monitors

Samsung - General Accessories and Telephony
Samsung - Memory
Samsung - Office Supplies
Samsung - Storage Products
SanDisk - Memory
SanDisk - Storage Products
SANS Institute - Software
SAP - Software
SAP BusinessObjects - Software
SAS Institute - Software
Seagate - General Accessories and Telephony
Seagate - Storage Products
Sennheiser - General Accessories and Telephony
SentinelOne - Software
Sentry Data Systems - Software
ServiceNow - Software
Sharp - Displays and monitors
SIIG - General Accessories and Telephony
Siteimprove - Software
Snow Software - Software
SolarWinds - Software
SolarWinds - Software
SonicWALL - General Accessories and Telephony
SonicWALL - Software
Sophos - Software
Spatial Data Logic - Software
Spillman Technologies, Inc. - Software
Splunk - Software
StarTech.com - Cables
StarTech.com - Computer Accessories, Digital Telephones
StarTech.com - General Accessories and Telephony
StarTech.com - Racks
StarTech.com - Storage Products
StorageCraft Technology - Software
SUPER MICRO Computer - General Accessories and Telephony
Swiftreach - Software
Symantec - Software
Symantec - Software
Tableau Software - Software
Tanium - Software
Targus - Computer Bags and Cases
Targus - General Accessories and Telephony
TechSmith - Software
Telerik - Software
Tenable Network Security - Software
Teradata - Software
ThreatTrack Security - Software
Thycotic - Software

Toshiba - Computer Accessories, Digital Telephones
Toshiba - Computers
Toshiba - Storage Products
Total Micro Technologies - Batteries
Total Micro Technologies - General Accessories and Telephony
Transcend Information - Memory
Transcend Information - Storage Products
Trend Micro - Software
Tripp Lite - Batteries
Tripp Lite - Cables
Tripp Lite - Computer Accessories, Digital Telephones
Tripp Lite - General Accessories and Telephony
Tripp Lite - Racks
TriTech Software Systems - Software
Turbonomic, Inc. - Software
Tyco Electronics - Displays and monitors
Tyler Technologies - Software
Unitrends Software - Software
Urban Factory - General Accessories and Telephony
V7 - General Accessories and Telephony
Vanguard Integrity Professionals - Software
Varonis - Software
Veeam Software - Software
Veeam Software - Software
Veracode - Software
Verbatim - Computer Accessories, Digital Telephones
Verbatim - Memory
Veritas Technologies LLC - Software
ViewSonic - Computer Accessories, Digital Telephones
ViewSonic - Displays and monitors
ViewSonic - General Accessories and Telephony
VIZIO - Displays and monitors
VMware - Software
Vmware - Software
WatchGuard Technologies - General Accessories and Telephony
Webroot Software - Software
Western Digital - General Accessories and Telephony
Western Digital - Storage Products
Xerox - Computer Accessories, Digital Telephones
Xerox - General Accessories and Telephony
Xerox - Office Supplies
Xerox - Printers
Zebra Technologies - Batteries
Zebra Technologies - Cables
Zebra Technologies - Computer Accessories, Digital Telephones
Zebra Technologies - Printers
Zix Corporation - Software
ZOHO Corporation - Software

Zonar Systems - Software
Zscaler - Software

National Pricing Discount

RFP #2018011

For each item listed on the National Priceing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

- A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
- B. Describe the catalog or index that discounts will be taken.
- C. Describe any special manufacturer pricing available to Participating Agencies.
- D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
- E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4%	SHI's Full Catalog of Systems	%	
		3) Tablets	4%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4%	SHI's Full Catalog of Systems	%	
		5) Keyboards	4%	SHI's Full Catalog of Input Devices	%	

2)	Group 2 - Input Devices	6) Mice	4%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4%	SHI's Full Catalog of Input Devices	%	
		16) Displays	4%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4%	SHI's Full Catalog of Output Devices	%	

3)	Group 3 - Output Devices	22) Dot Matrix Printers	4%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4%	SHI's Full Catalog of Output Devices	%	
		36) Desktop	4%	SHI's Full Catalog of Memory	%	
		37) Flash	4%	SHI's Full Catalog of Memory	%	

4)	Group 4 - Memory	38) Networking	4%	SHI's Full Catalog of Memory	%	
		39) Notebook	4%	SHI's Full Catalog of Memory	%	
		40) Printer / Fax	4%	SHI's Full Catalog of Memory	%	
		41) Server	4%	SHI's Full Catalog of Memory	%	
		42) Adapters Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
		43) Adapters FireWire / USB	4%	SHI's Full Catalog of Storage Devices	%	
		44) Adapters IDE/ATA/SATA	4%	SHI's Full Catalog of Storage Devices	%	
		45) Adapters RAID	4%	SHI's Full Catalog of Storage Devices	%	
		46) Adapters SCSI	4%	SHI's Full Catalog of Storage Devices	%	
		47) Bridges & Routers	4%	SHI's Full Catalog of Storage Devices	%	
		48) Disk Arrays	4%	SHI's Full Catalog of Storage Devices	%	
		49) Disk Arrays JBOD	4%	SHI's Full Catalog of Storage Devices	%	
		50) Drives Magneto-Optical	4%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4%	SHI's Full Catalog of Storage Devices	%	

5)

Group 5 - Storage Devices

54) Hard Disks - Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
55) Hard Disks - IDE/ATA/S	4%	SHI's Full Catalog of Storage Devices	%	
56) Hard Disks - Notebook	4%	SHI's Full Catalog of Storage Devices	%	
57) Hard Disks - SCSI	4%	SHI's Full Catalog of Storage Devices	%	
58) Networking Accessories	4%	SHI's Full Catalog of Storage Devices	%	
59) Optical Drives - CD-ROM	4%	SHI's Full Catalog of Storage Devices	%	
60) Optical Drives - CD-RW	4%	SHI's Full Catalog of Storage Devices	%	
61) Optical Drives - DVD-CD	4%	SHI's Full Catalog of Storage Devices	%	
62) Optical Drives - DVD-RW	4%	SHI's Full Catalog of Storage Devices	%	
63) Storage Accessories	4%	SHI's Full Catalog of Storage Devices	%	
64) Storage - NAS	4%	SHI's Full Catalog of Storage Devices	%	
65) Storage - SAN	4%	SHI's Full Catalog of Storage Devices	%	
66) Tape Autoloaders -AIT	4%	SHI's Full Catalog of Storage Devices	%	
67) Tape Autoloaders - DAT	4%	SHI's Full Catalog of Storage Devices	%	
68) Tape Autoloaders - DLT	4%	SHI's Full Catalog of Storage Devices	%	
69) Tape Autoloaders - LTO	4%	SHI's Full Catalog of Storage Devices	%	

		70) Tape Drives - 4mm	4%	SHI's Full Catalog of Storage Devices	%	
		71) Tape Drives - 8mm/VXA	4%	SHI's Full Catalog of Storage Devices	%	
		72) Tape Drives - AIT	4%	SHI's Full Catalog of Storage Devices	%	
		73) Tape Drives - DAT	4%	SHI's Full Catalog of Storage Devices	%	
		74) Tape Drives - DLT	4%	SHI's Full Catalog of Storage Devices	%	
		75) Tape Drives - LTO/Ultrium	4%	SHI's Full Catalog of Storage Devices	%	
		76) Tape Drives SDLT	4%	SHI's Full Catalog of Storage Devices	%	
		77) Tape Drives - Travan	4%	SHI's Full Catalog of Storage Devices	%	
		78) 10/100 Hubs & Switches	4%	SHI's Full Catalog of Network Equipment	%	
		79) Bridges & Routers	4%	SHI's Full Catalog of Network Equipment	%	
		80) Gigabit Hubs & Swtiches	4%	SHI's Full Catalog of Network Equipment	%	
		81) Concentrators & Multiplexers	4%	SHI's Full Catalog of Network Equipment	%	
		82) Hardware Firewalls	4%	SHI's Full Catalog of Network Equipment	%	
		83) Intrusion Detection	4%	SHI's Full Catalog of Network Equipment	%	
		84) KVM	4%	SHI's Full Catalog of Network Equipment	%	
		85) Modems	4%	SHI's Full Catalog of Network Equipment	%	

6)	Group 6 - Network Equipment	86) Network Test Equipment	4%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	4%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	4%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transcievers	4%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	4%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4%	SHI's Full Catalog of Software	%	
		96) Licensing Backup	4%	SHI's Full Catalog of Software	%	
		97) Licensing Barcode/OC	4%	SHI's Full Catalog of Software	%	
		98) Licensing Business Application	4%	SHI's Full Catalog of Software	%	
		99) Licensing CAD/CAM	4%	SHI's Full Catalog of Software	%	
		100) Licensing - Cloning	4%	SHI's Full Catalog of Software	%	
		101) Licensing - Computer Services	4%	SHI's Full Catalog of Software	%	

102) Licensince - Database	4%	SHI's Full Catalog of Software	%	
103) Licensing - Development	4%	SHI's Full Catalog of Software	%	
104) Licensing - Entertainment	4%	SHI's Full Catalog of Software	%	
105) Licensing - Financial	4%	SHI's Full Catalog of Software	%	
106) Licensing - Flow Chart	4%	SHI's Full Catalog of Software	%	
107) Licensing - Graphic Design	4%	SHI's Full Catalog of Software	%	
108) Licensing - Handheld	4%	SHI's Full Catalog of Software	%	
109) Licensing - Network OS	4%	SHI's Full Catalog of Software	%	
110) Licensing - OS	4%	SHI's Full Catalog of Software	%	
111) Licensing - Personal Organization	4%	SHI's Full Catalog of Software	%	
112) Licensing - Presentation	4%	SHI's Full Catalog of Software	%	
113) Licensing - Reference	4%	SHI's Full Catalog of Software	%	
114) Licensing - Report Analysis	4%	SHI's Full Catalog of Software	%	
115) Licensing - Spreadhseet	4%	SHI's Full Catalog of Software	%	
116) Licensing - Utilities	4%	SHI's Full Catalog of Software	%	
117) Licensing - Warranties	4%	SHI's Full Catalog of Software	%	

7)

Group 7 - Software

118) Licensing - Web Development	4%	SHI's Full Catalog of Software	%	
119) Licensing - Word Processing	4%	SHI's Full Catalog of Software	%	
120) Software - Backup	4%	SHI's Full Catalog of Software	%	
121) Software - Barcode / OCR	4%	SHI's Full Catalog of Software	%	
122) Software - Business Application	4%	SHI's Full Catalog of Software	%	
123) Software - CAD/CAM	4%	SHI's Full Catalog of Software	%	
124) Software - Cloning	4%	SHI's Full Catalog of Software	%	
125) Software - Computer Services	4%	SHI's Full Catalog of Software	%	
126) Software - Database	4%	SHI's Full Catalog of Software	%	
127) Software - Development	4%	SHI's Full Catalog of Software	%	
128) Software - Entertainment	4%	SHI's Full Catalog of Software	%	
129) Software - Financial	4%	SHI's Full Catalog of Software	%	
130) Software - Flow Chart	4%	SHI's Full Catalog of Software	%	
131) Software - Graphic Design	4%	SHI's Full Catalog of Software	%	
132) Software - Handheld	4%	SHI's Full Catalog of Software	%	
133) Software - OS	4%	SHI's Full Catalog of Software	%	

		134) Software - Personal Organization	4%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4%	SHI's Full Catalog of Media Supplies	%	

		150) Media - SLR tape	4%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4%	SHI's Full Catalog of Media Supplies	%	
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		155) Video conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		156) Voice gateways / servers	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		157) Headsets	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		158) Audo conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		159) Analog phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		160) Accessories	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		161) Advanced Integration	4%	SHI's Full Catalog of Other	%	
		162) Asset Disposal	4%	SHI's Full Catalog of Other	%	

163) Asset Management	4%	SHI's Full Catalog of Other	%	
164) Cables	4%	SHI's Full Catalog of Other	%	
165) Cables - custom	4%	SHI's Full Catalog of Other	%	
166) Cables - printer	4%	SHI's Full Catalog of Other	%	
167) Complex warranties	4%	SHI's Full Catalog of Other	%	
168) Desktop Accessories	4%	SHI's Full Catalog of Other	%	
169) Display Accessories	4%	SHI's Full Catalog of Other	%	
170) Electronic Services	4%	SHI's Full Catalog of Other	%	
171) Handheld Accessories	4%	SHI's Full Catalog of Other	%	
172) Imaging Accessories	4%	SHI's Full Catalog of Other	%	
173) Imaging - Camcorders	4%	SHI's Full Catalog of Other	%	
174) Imaging - Digital Cameras	4%	SHI's Full Catalog of Other	%	
175) Intrenal Lab Service	4%	SHI's Full Catalog of Other	%	
176) Lab fees	4%	SHI's Full Catalog of Other	%	
177) Managed Services	4%	SHI's Full Catalog of Other	%	
178) Miscellaneous solutions	4%	SHI's Full Catalog of Other	%	

179) Mounting hardware for vehicles	4%	SHI's Full Catalog of Other	%	
180) Networking Warranties	4%	SHI's Full Catalog of Other	%	
181) Notebook Accessories	4%	SHI's Full Catalog of Other	%	
182) Notebook Batteries	4%	SHI's Full Catalog of Other	%	
183) PC Lab order services	4%	SHI's Full Catalog of Other	%	
184) POS Accessories	4%	SHI's Full Catalog of Other	%	
185) POS Displays	4%	SHI's Full Catalog of Other	%	
186) Power Accessories	4%	SHI's Full Catalog of Other	%	
187) Power Surge Protection	4%	SHI's Full Catalog of Other	%	
188) Power UPS	4%	SHI's Full Catalog of Other	%	
189) Server Accessories	4%	SHI's Full Catalog of Other	%	
190) Service Charge	4%	SHI's Full Catalog of Other	%	
191) System Components	4%	SHI's Full Catalog of Other	%	
192) Training Courses	4%	SHI's Full Catalog of Other	%	
193) Training Reference Manuals	4%	SHI's Full Catalog of Other	%	
194) Warranties - Electronic	4%	SHI's Full Catalog of Other	%	

195) iPad / Tablet Stylus	4%	SHI's Full Catalog of Other	%	
196) Mouse / Wrist Pads	4%	SHI's Full Catalog of Other	%	
197) Security Locks and Hardware	4%	SHI's Full Catalog of Other	%	
198) Tools	4%	SHI's Full Catalog of Other	%	
199) Document Scanner Accessories	4%	SHI's Full Catalog of Other	%	
200) Flatbed Scanners	4%	SHI's Full Catalog of Other	%	
201) Mobile Scanners	4%	SHI's Full Catalog of Other	%	
202) Network Scanners	4%	SHI's Full Catalog of Other	%	
203) Sheetfed Scanners	4%	SHI's Full Catalog of Other	%	
204) Wide Format Scanners	4%	SHI's Full Catalog of Other	%	
205) Workgroup / Department Scanner	4%	SHI's Full Catalog of Other	%	
206) Build to Order Desktops	4%	SHI's Full Catalog of Other	%	
207) Nettop	4%	SHI's Full Catalog of Other	%	
208) Point of Sale	4%	SHI's Full Catalog of Other	%	
209) Ultra Small Form Factor	4%	SHI's Full Catalog of Other	%	
210) Apple / Mac Memory Upgrades	4%	SHI's Full Catalog of Other	%	

10)

Group 10 - Other

211) Chips / SIMMs/SIPPs / ROMs	4%	SHI's Full Catalog of Other	%	
212) Computer Cases	4%	SHI's Full Catalog of Other	%	
213) CPUs / Fans	4%	SHI's Full Catalog of Other	%	
214) Membory Accessories	4%	SHI's Full Catalog of Other	%	
215) Motherboards / Chassis	4%	SHI's Full Catalog of Other	%	
216) 1 - 2 port Serial Boards	4%	SHI's Full Catalog of Other	%	
217) 3+ port Serial Boards	4%	SHI's Full Catalog of Other	%	
218) Console Server	4%	SHI's Full Catalog of Other	%	
219) Device Server	4%	SHI's Full Catalog of Other	%	
220) Terminal Server	4%	SHI's Full Catalog of Other	%	
221) Content Management	4%	SHI's Full Catalog of Other	%	
222) Firewall / VPN Applicances	4%	SHI's Full Catalog of Other	%	
223) Multifunction Security Appliances	4%	SHI's Full Catalog of Other	%	
224) Network Camera Accessories	4%	SHI's Full Catalog of Other	%	
225) Network Cameras	4%	SHI's Full Catalog of Other	%	
226) Physical/Environmental Security	4%	SHI's Full Catalog of Other	%	

227) Security Appliance Accessories	4%	SHI's Full Catalog of Other	%	
228) Security Tokens	4%	SHI's Full Catalog of Other	%	
229) Unified Threat Management	4%	SHI's Full Catalog of Other	%	
230) 2-way Radios / Walkie Talkies	4%	SHI's Full Catalog of Other	%	
231) Apple Notebooks	4%	SHI's Full Catalog of Other	%	
232) Convertible PCs / Slate PCs / iPad	4%	SHI's Full Catalog of Other	%	
233) iPad	4%	SHI's Full Catalog of Other	%	
234) Slate Tablet Computers	4%	SHI's Full Catalog of Other	%	
235) GPS / PDA	4%	SHI's Full Catalog of Other	%	
236) Wireless Communication Devices	4%	SHI's Full Catalog of Other	%	
237) Batteries	4%	SHI's Full Catalog of Other	%	
238) Power Supplies / Adapters	4%	SHI's Full Catalog of Other	%	
239) Rackmount Equipment	4%	SHI's Full Catalog of Other	%	
240) Remote Power Management	4%	SHI's Full Catalog of Other	%	
241) Surge Suppressors	4%	SHI's Full Catalog of Other	%	
242) UPS / Battery Backup	4%	SHI's Full Catalog of Other	%	

243) 14" & smaller LCD Display	4%	SHI's Full Catalog of Other	%	
244) 15-19" LCD Display	4%	SHI's Full Catalog of Other	%	
245) 15-19" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
246) 15-19" Wide LED Display	4%	SHI's Full Catalog of Other	%	
247) 20-30" LCD Display	4%	SHI's Full Catalog of Other	%	
248) 20-30" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
249) 20-30" Wide LED Display	4%	SHI's Full Catalog of Other	%	
250) PCoIP and Zero Client Displays	4%	SHI's Full Catalog of Other	%	
251) Arm Mounts	4%	SHI's Full Catalog of Other	%	
252) Ceiling Mounts	4%	SHI's Full Catalog of Other	%	
253) Combo Mounts	4%	SHI's Full Catalog of Other	%	
254) Desktop Stands / Risers	4%	SHI's Full Catalog of Other	%	
255) Flat Wall Mounts	4%	SHI's Full Catalog of Other	%	
256) Mount Accessories	4%	SHI's Full Catalog of Other	%	
257) Pole Display	4%	SHI's Full Catalog of Other	%	
258) Stands / Carts / Feet	4%	SHI's Full Catalog of Other	%	

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customer public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be found at www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published Price. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our pricing structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

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Item Description	Item Number	Unit of Measure	% Off Catalog Discount (As identified on National Pricing Tab)	MSRP Price	Extended Price (MSRP - % Off Catalog)
HP EliteBook x360 1030 G2 (Energy Star)	1BS95UT#ABA	EA	4.00%	\$ 1,339.00	\$ 1,285.44
10.5-inch Apple iPad Pro Wi-Fi + Cellular 64GB - Space Gray	MQEY2LL/A	EA	4.00%	\$ 825.00	\$ 792.00
Dell OptiPlex 7050 Small Form Factor	S028O7050SFFUSR 83F9F	EA	4.00%	\$1,055.45	\$ 1,013.23
Dell Latitude 5480 Laptop	S022L548014USR 4C99R	EA	4.00%	\$1,143.91	\$ 1,098.16
Samsung Galaxy Tab E - Tablet - Android 6.0 (Marshmallow) - 16GB - 8" - 4G	SM-T377VZKAVZW	EA	4.00%	\$ 210.00	\$ 201.60
Logitech MX800 Wireless Keyboard & Mouse	920-006237	EA	4.00%	\$ 141.00	\$ 135.36
Microsoft Designer Bluetooth Desktop Keyboard and Mouse set	7N9-00001	EA	4.00%	\$ 83.00	\$ 79.68
Microsoft Wireless Comfort Desktop 5050 Keyboard and Mouse set	PP4-00001	EA	4.00%	\$ 58.00	\$ 55.68
Logitech MK120 USB Wired Keyboard/Mouse set	920-002565	EA	4.00%	\$ 14.00	\$ 13.44
Kensington Pro Fit Keyboard and Mouse set	K72324US	EA	4.00%	\$ 32.00	\$ 30.72
HP 27ER 27 Inch Display	T3M88AA#ABA	EA	4.00%	\$241.63	\$ 231.96
HP DesignJet T830 36-in Multifunction Printer	F9A30A#B1K	EA	4.00%	\$ 6,907.00	\$ 6,630.72
Dell UltraSharp 27" 4K Monitor	U2718Q	EA	4.00%	\$ 643.00	\$ 617.28
InFocus IN1116 - DLP Projector - Portable - 3D	IN1116	EA	4.00%	\$ 887.00	\$ 851.52
PNY NVIDIA NVS 810 Graphics Card - 2GPU's - NVS 810 - 4GB	VCNVS810DVI-PB	EA	4.00%	\$ 704.00	\$ 675.84
Kingston DDR4-32 GB- DIMM 288-pin	KTH-PL424/32G	EA	4.00%	\$ 410.00	\$ 393.60
Cisco DDR4-32 GB- DIMM 288-pin	UCS-MR-1X322RV-A	EA	4.00%	\$710.48	\$ 682.06
Cisco DDR3L-32 GB- LRDIMM 240-pin	UCS-ML-1X324RY-A	EA	4.00%	\$821.34	\$ 788.49
Kingston DDR3-64 GB- DIMM 240-pin	KVR16R11D4K4/64 CT64G4L FQ424A	EA	4.00%	\$978.90	\$ 939.75
Proline - DDR - 1GB - DIMM 184-pin	ASA5510-MEM-1GBCDW	EA	4.00%	\$ 237.51	\$ 228.01
Western Digital Red 6 TB internal HD	WD60EFRX	EA	4.00%	\$ 261.00	\$ 250.56

Seagate Video 3.5 HDD ST4000VM000 4TB	ST4000VM000 ST4000VX007	EA	4.00%	\$134.30	\$ 128.93
Dell PowerVault RD1000 RDX USB external	RD1000	EA	4.00%	\$ 162.00	\$ 155.52
Samsung 850 EVO 250 GB Internal SSD	MZ-75E250B/AM	EA	4.00%	\$ 113.00	\$ 108.48
SanDisk Cruzer Blade - USB flash drive 8 GB	SDCZ50-008G-B35	EA	4.00%	\$ 6.00	\$ 5.76
Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray	N7K-C7010=	EA	4.00%	\$ 17,700.00	\$ 16,992.00
Extreme Networks C-Series C5 C5G124-24P2 Switch 24 ports Managed	C5G124-24P2	EA	4.00%	\$4,895.06	\$ 4,699.26
Juniper EX4200 24F - Switch - Managed	EX4200-24F-TAA	EA	4.00%	\$10,758.00	\$ 10,327.68
Ruckus ZoneFlex R600 - Wireless Access Point	901-R600-US00	EA	4.00%	\$ 811.00	\$ 778.56
Juniper EX 2200 24P switch managed	EX2200-24P-4G	EA	4.00%	\$ 1,433.00	\$ 1,375.68
Adobe Acrobat Pro 2017 - License - 1User	65280374AF01A00	EA	4.00%	\$407.97	\$ 391.65
Adobe Acrobat Standard 2017 - License - 1 User	65280416AD01A00	EA	4.00%	\$ 310.00	\$ 297.60
Microsoft Project Professional 2016 - Box Pack - 1PC	H30-05451	EA	4.00%	\$ 1,021.00	\$ 980.16
Microsoft Windows 10 Pro License 1User	FQC-08930	EA	4.00%	\$ 157.00	\$ 150.72
Nuance Dragon Naturally Speaking Premium Box Pack Version (13) 1User	K609A-G00-13.0	EA	4.00%	\$ 195.00	\$ 187.20
Verbatim DataLifePlus DVD-R Media 50 Pack	95078	PK	4.00%	\$ 19.00	\$ 18.24
Memorex DVD+R x 25 Storage media	05618 05638	PK	4.00%	\$18.10	\$ 17.38
Kingston Data Traveler SE9 G2 16GB USB 3.0	DTSE9G2/16GB	EA	4.00%	\$ 15.00	\$ 14.40
Apricorn Aegis Secure Key 3.0 - USB Flash Drive - 120GB	ASK3-120GB	EA	4.00%	\$ 236.00	\$ 226.56
Optical Quantum White Inkjet Hub Printable BD-R	OQBDRDL06WIPH-25	EA	4.00%	\$72.36	\$ 69.47
OpenScope Desk Phone	IP-55G SIPL30250-F600-C281	EA	4.00%	\$528.50	\$ 507.36
MediaTrix C711 8 FXS Gateway	C711-01-MX-D2000-K-000	EA	4.00%	\$371.20	\$ 356.35
Avaya Business Series Terminal T7208 - Digital Phone	NT8B26AAMAE6	EA	4.00%	#N/A	#N/A
APC1500VA	SMT1500	EA	4.00%	\$ 524.00	\$ 503.04
APC Smart-UPS X 3000VA Rack UPS	SMX3000RMLV2U	EA	4.00%	\$ 1,547.00	\$ 1,485.12
AirMagnet Survey Pro/Planner and Spectrum XT Bundle - License and Media (1 license)	AM/A1580	EA	4.00%	\$ 5,610.00	\$ 5,385.60

DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Vendor Name __SHI International Corp__

<u>Total Price</u>	\$ 62,157.82
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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18409

County Administrator's Report 8. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Surplus and Sale of County-Owned Real Property Located at Robinson Street

From: Cassie Boatwright, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at Robinson Street - Cassie Boatwright, Department Director, Facilities Management Department

That the Board take the following action concerning the surplus and sale of County-owned real property located at Robinson Street:

- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
- B. Declare surplus the Board's real property at Robinson Street, located in District 5, Account#: 11-3209-000, Reference#: 10-1N-31-4311-000-002; Property Appraiser's current assessed value: \$818;
- C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid amount, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

BACKGROUND:

The County-owned lot located at Robinson Street escheated to the County on November 23, 1982. The sale of the property will be set at the Property Appraiser's current assessed value, in accordance with Section 46.134 of the Escambia County Code of Ordinances.

The property was reviewed by County departments and it has been determined that the County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.134.

IMPLEMENTATION/COORDINATION:

Facilities Management - Real Estate staff will coordinate the auction of this property.

Attachments

Information Package_Robinson Street (D5)

Departmental Review Checklists_Robinson Street (D5)



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)
[←](#) [Navigate Mode](#) [Account](#) [Reference](#) [→](#)
[Printer Friendly Version](#)

General Information

Reference: 101N314311000002
Account: 113209000
Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: ROBINSON ST 32533
Use Code: COUNTY OWNED [P](#)
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	\$818	\$0	\$818	\$818
2018	\$818	\$0	\$818	\$818
2017	\$818	\$0	\$818	\$757

[Disclaimer](#)
[Tax Estimator](#)

> [File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/1982	1706	170	\$100	TD	View Instr
01/1971	596	806	\$4,200	SC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2019 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF W1/2 OF SW1/4 OF SE1/4 S 375 FT W 243 FT N 168 FT FOR POB W 150 FT NLY 50 FT E 150 FT S 50 FT TO...

Extra Features

None

Parcel Information

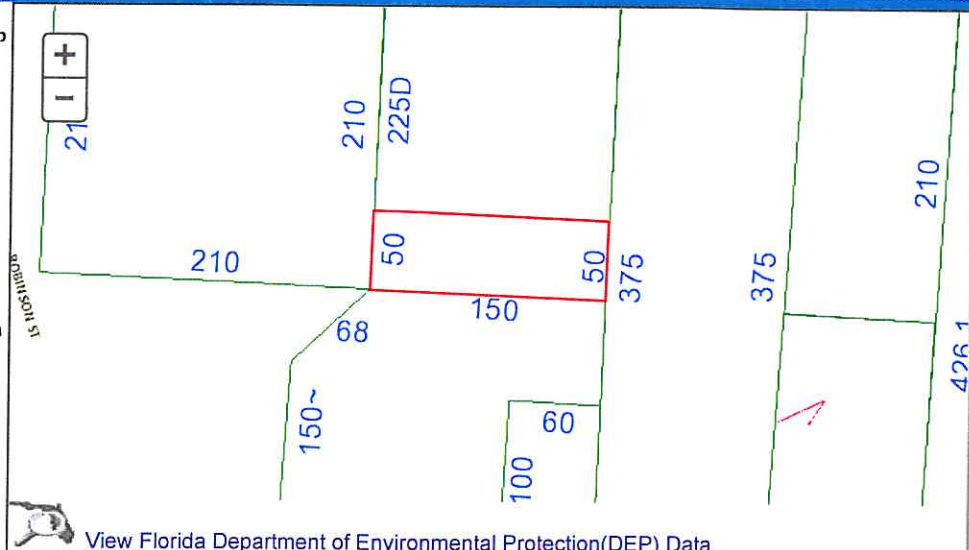
[Launch Interactive Map](#)

Section Map Id: [10-1N-31-2](#)

Approx. Acreage: 0.1720

Zoned: [P](#)
LDR

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 09/07/2020 (tc.4126)

Chris Jones - Escambia County Property Appraiser

Account:	113209000
Refno:	101N314311000002
Owner:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MailingAddr:	221 PALAFOX PL STE 420-PENSACOLA, FL 32502
Status:	ROBINSON ST
LastSale:	11/1982
LastSalePr:	100
DORCd:	COUNTY OWNED
acreage:	0.1720
BldCnt:	0
TotHstArea:	0
SecMapId:	10-1N-31-2
ComplexType:	
ComplexDesc:	
Zoned:	LDR
MLSNbr:	
TaxAuth:	COUNTY MSTU
PicCnt:	0
Schools:	JIM ALLEN/RANSOMITATE



Chris Jones - Escambia County Property Appraiser

Account: 1132090003
 RefNo: 10N314311000002
 OName1: ESCAMBA COUNTY BOARD OF COUNTY COMMISSIONERS
 MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
 Situs: ROBINSON ST
 LastSale: 11/1982
 LastSalePr: 100
 DORcd: COUNTY OWNED
 acreage: 0.1720
 BidCnt: 0
 TotHeatAcre: 0
 SecMapId: 10-T-31-2
 ComplexType:
 ComplexDescr:
 Zoned: LDR
 MSLNbr:
 TaxAuth: COUNTY MSTU
 PicCnt: 0
 Schools: JIM ALLEN/IRANSOMITATE



Printed: 8/7/2020 4:36:57 PM

Escambia County, FL - Address Search

ROBINSON ST

**Warning: This is not a survey**

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

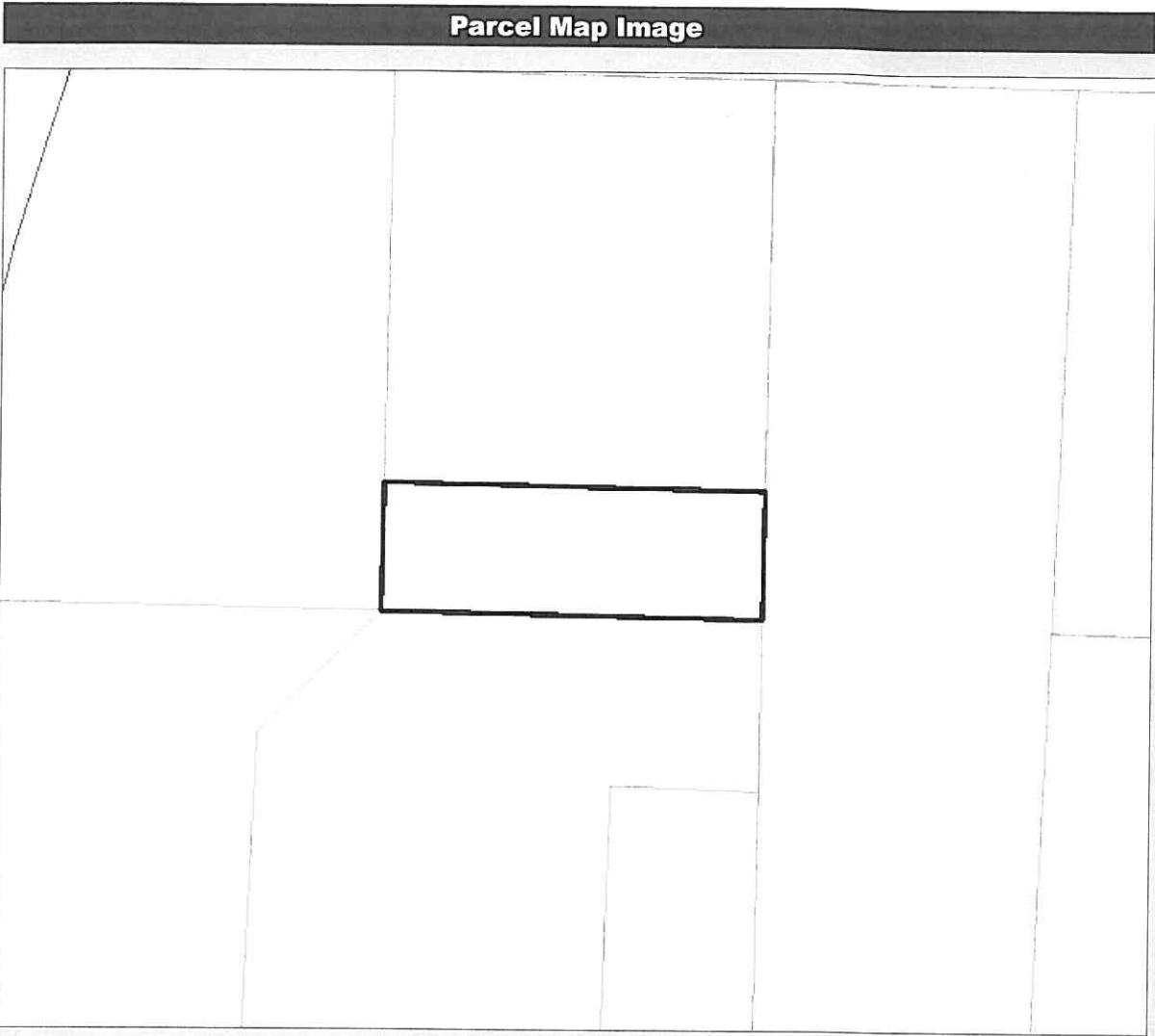
Parcel Site Address:	ROBINSON ST
Parcel Ref (link to Property Appraiser):	10-1N-31-4311-000-002
Tax Collector ID (link to Tax Collector):	113209000
Commission District:	5
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32533 (Note: Must be verified with USPS)
Water Franchise:	FARM HILLS UTILITIES, INC.
Elementary School Zone:	Jim Allen (Note: Must be verified with the ECSD)
Middle School Zone:	Ransom (Note: Must be verified with the ECSD)
High School Zone:	Tate (Note: Must be verified with the ECSD)
Voting Precinct:	21
Polling Place:	International Paper (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	50

Emergency Management Report

Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0280G
Base Flood Elevation:	Not Available
Wind Zone:	135
Fire District:	CANTONMENT - 4

Topographical Report	
Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	BONIFAY LOAMY SAND, 0 TO 5 PERCENT SLOPES
Drainage Basin:	JACKS BRANCH
Drainage Basin Number:	XVI

Land Use Report	
Zoning:	LDR
Future Land Use 2030:	MU-S
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	CANTONMENT
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No





Checklist - For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For the real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	Roblason Street 32533
Reference:	10-IN-31-4311-000-002
PA Assessed Value:	\$818
Zoning:	LDR
FLU 2030:	MU-S
Acreage:	0.1720
CRA District:	CANTONMENT
Commission District:	5

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal Issues				

Chris Jones
Escambia County Property Appraiser

Real Estate Search Tangible Property Search Sale List

Navigation: Home Account Performance Back

Reference: 10IN314311000002
Account: 113209008
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Map: 221 PALATKA R. STE 420
Status: PENSACOLA, FL 32502
Use Code: COUNTY OWNED
Taxing Authority: COUNTY MSTU
Tax Inquiry: Direct Tax Inquiry Window

Year Land Improv Total Est. Val
2018 \$818 0 \$818 \$818
2017 \$818 0 \$818 \$818
2016 \$818 0 \$818 \$818

Disclaimer
Tax Estimator
File for New Homestead Exemption Online

Section Map 26: 10-IN-31-4311-000-002
Approx. Acreage: 0.1720
Zoned: LDR
Evaluation & Map Information: Direct Inquiry

Section 197.261(5), Florida Statutes, directs the Controller to now exercise a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida.

NOW, THEREFORE, BECAUSE ALL MEN BY THESE PRESENTS that I, the undersigned Controller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.261(5), Florida Statutes, do hereby release, convey, dedicate, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is: P. O. Box 1111, Pensacola, Florida 32501), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE corner of the West one-half of the SE quarter of the SE quarter, South 375 feet, West 150 feet, North 150 feet for NW, West 150 feet, North 150 feet, East 150 feet, South 30 feet to NW, of Sec 21, T29N, R10E, E1/4, Township 1 North, Range 10 West.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Controller of said County, I have executed this deed and have hereunto set my official seal this 23rd day of November, 2019.

Witnesses:
Joe A. Flowers, Jr.
John A. Flowers, Jr.
John A. Flowers, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Controller of Escambia County, Florida, who acknowledged that he executed the same as Controller for the use and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 23rd day of November, 2019.

Notary Public
Commission Expires: 12/1/2021

Chris Jones - Escambia County Property Appraiser

Reference: 10IN314311000002
Account: 113209008
Section Map: 10-IN-31-4311-000-002
Status: ROBILSON ST
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Map: 221 PALATKA R. STE 420
Status: PENSACOLA, FL 32502
Use Code: COUNTY OWNED
Taxing Authority: COUNTY MSTU
Tax Inquiry: Direct Tax Inquiry Window

Section 197.261(5), Florida Statutes, directs the Controller to now exercise a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida.

NOW, THEREFORE, BECAUSE ALL MEN BY THESE PRESENTS that I, the undersigned Controller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.261(5), Florida Statutes, do hereby release, convey, dedicate, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is: P. O. Box 1111, Pensacola, Florida 32501), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE corner of the West one-half of the SE quarter of the SE quarter, South 375 feet, West 150 feet, North 150 feet for NW, West 150 feet, North 150 feet, East 150 feet, South 30 feet to NW, of Sec 21, T29N, R10E, E1/4, Township 1 North, Range 10 West.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Controller of said County, I have executed this deed and have hereunto set my official seal this 23rd day of November, 2019.

Witnesses:
Joe A. Flowers, Jr.
John A. Flowers, Jr.
John A. Flowers, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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GIVEN under my hand and official seal this 23rd day of November, 2019.

Notary Public
Commission Expires: 12/1/2021

Robinson St 32533

This statement was prepared by:
Joe A. Flowers, County Controller
Escambia County Courthouse
Pensacola, Florida 32501
1704/170

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32501

1704/170

WHEREAS, Tax Certificate No. 1704/170 was issued on the 1st day of June, 1970, against the land described herein, and the Tax Collector of Escambia County, Florida, duly delivered to the Controller of said County a certificate as required by law as to the application for a tax deed thereon, and due notice of sale was given and mailed as required by law, and no person entitled to do so appeared to redeem said land, and said land was, on the 1st day of July, 1970, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Land Available for Taxes" and notice thereof sent to the County Commission and any other person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.261(5), Florida Statutes; and

WHEREAS, Section 197.261(5), Florida Statutes, directs the Controller to now exercise a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, BECAUSE ALL MEN BY THESE PRESENTS that I, the undersigned Controller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.261(5), Florida Statutes, do hereby release, convey, dedicate, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is: P. O. Box 1111, Pensacola, Florida 32501), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

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Notary Public
Commission Expires: 12/1/2021



Checklist - For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For the real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	Robinson Street 32533
Reference:	10-IN-31-4311-000-002
PA Assessed Value:	\$818
Zoning:	LDR
FLU 2030:	MU-S
Acreage:	0.1720
CRA District:	CANTONMENT
Commission District:	5

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management	x		<i>[Signature]</i>	County property already owned by County. Date: 10/22/13. 10/24/13.
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency			<i>[Signature]</i>	
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description			<i>Joseph Barrett</i>	Will the property have access?
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency	x		<i>Glenn Long</i>	
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management	X		Chris C. Bostwick	
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal Issues				



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Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division	X		J. White	N/A
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management	X		Mike B. Bostwick	N/A
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal Issues				



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Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation	✓		Mike B. Bostwick	
Office of Management & Budget				
County Attorney - Legal Issues				



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18380

County Administrator's Report 8. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Surplus and Sale of County-Owned Real Property Located at 130 Booker Lane

From: Cassie Boatwright, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 130 Booker Lane - Cassie Boatwright, Department Director, Facilities Management Department

That the Board take the following action concerning the surplus and sale of County-owned real property located at 130 Booker Lane:

- A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;
- B. Declare surplus the Board's real property at 130 Booker Lane, located in District 5, Account#: 11-3994-000, Reference#: 16-1N-31-2114-000-001; Property Appraiser's current assessed value: \$8,436;
- C. Authorize sale of the property to the bidder with the highest offer received at or above the minimum bid amount, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

BACKGROUND:

The County-owned lot located at 130 Booker Lane escheated to the County on January 5, 2012. The sale of the property will be set at the Property Appraiser's current assessed value, in accordance with Section 46.134 of the Escambia County Code of Ordinances.

The property was reviewed by County departments and it has been determined that the County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.134.

IMPLEMENTATION/COORDINATION:

Facilities Management - Real Estate staff will coordinate the auction of this property.

Attachments

Information Package_130 Booker Lane

Departmental Review Checklists - 130 Booker Lane



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

[←](#) Navigate Mode [Account](#) [Reference](#) [→](#)

[Printer Friendly Version](#)

General Information

Reference: 161N312114000001
Account: 113994000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 130 BOOKER LN 32533
Use Code: VACANT RESIDENTIAL [P](#)
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	\$8,436	\$0	\$8,436	\$8,436
2018	\$8,436	\$0	\$8,436	\$8,436
2017	\$8,436	\$0	\$8,436	\$8,436

[Disclaimer](#)

[Tax Estimator](#)

[> File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/05/2012	6805	271	\$100	TD	View Instr
05/1977	1113	3	\$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2019 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N 210 FT OF S 684 5/10 FT OF W 210 FT OF E 630 FT
 OF NE1/4 OF NW1/4 LESS W 10 FT FOR RD DB 364 P
 633 AND BEG 630 FT W...

Extra Features

None

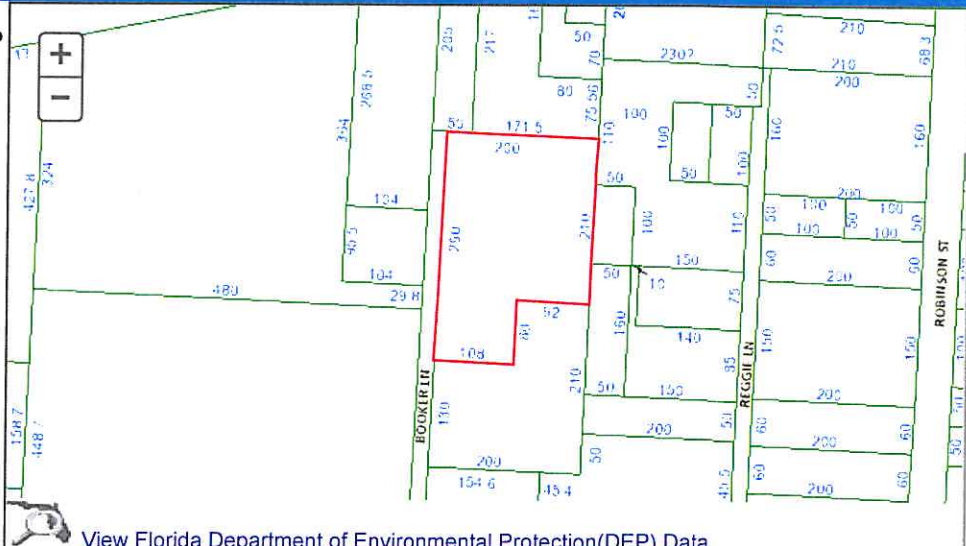
Parcel Information

Section Map Id:
[16-1N-31-1](#)

Approx. Acreage:
 1.1124

Zoned: [P](#)
 LDR

Evacuation & Flood Information
[Open Report](#)



Buildings

Images

None

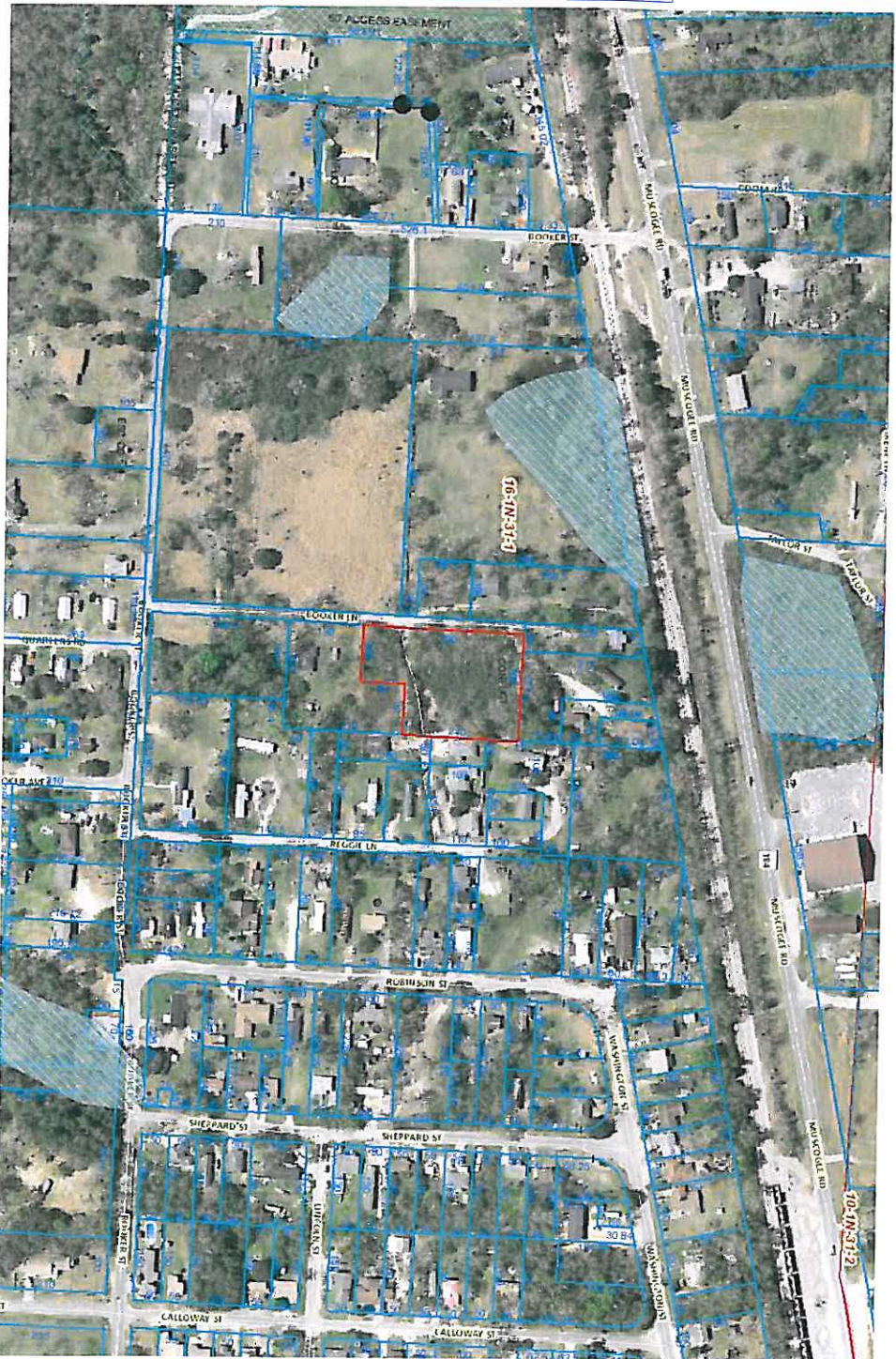
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 08/07/2020 (tc.4354)

[illegible]

 Chris Jones - Escambia County Property Appraiser

Account: 113994000
Refno: 161N312114000001
OnName: ESCAMBIA COUNTY
MailingAddr: 221 PALAFOX PL STE 420-PENSACOLA FL 32502
Site: 130 BOOKER LN
LastSale: 7/3/2012
DORCA: VACANT RESIDENTIAL
Acreage: 1.1124
BidCnt: 0
TotHeatArea: 0
SecHApId: 16 1N 31-1
ComplexType:
ComplexDesc:
Zoned: LDR
MISNbr:
TaxAuth: COUNTY MSTU
PicCnt: 0
Schools: PINE MEADOW/PANASONIC/TAITE



Escambia County, FL - Address Search

130 BOOKER LN

**Warning: This is not a survey**

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

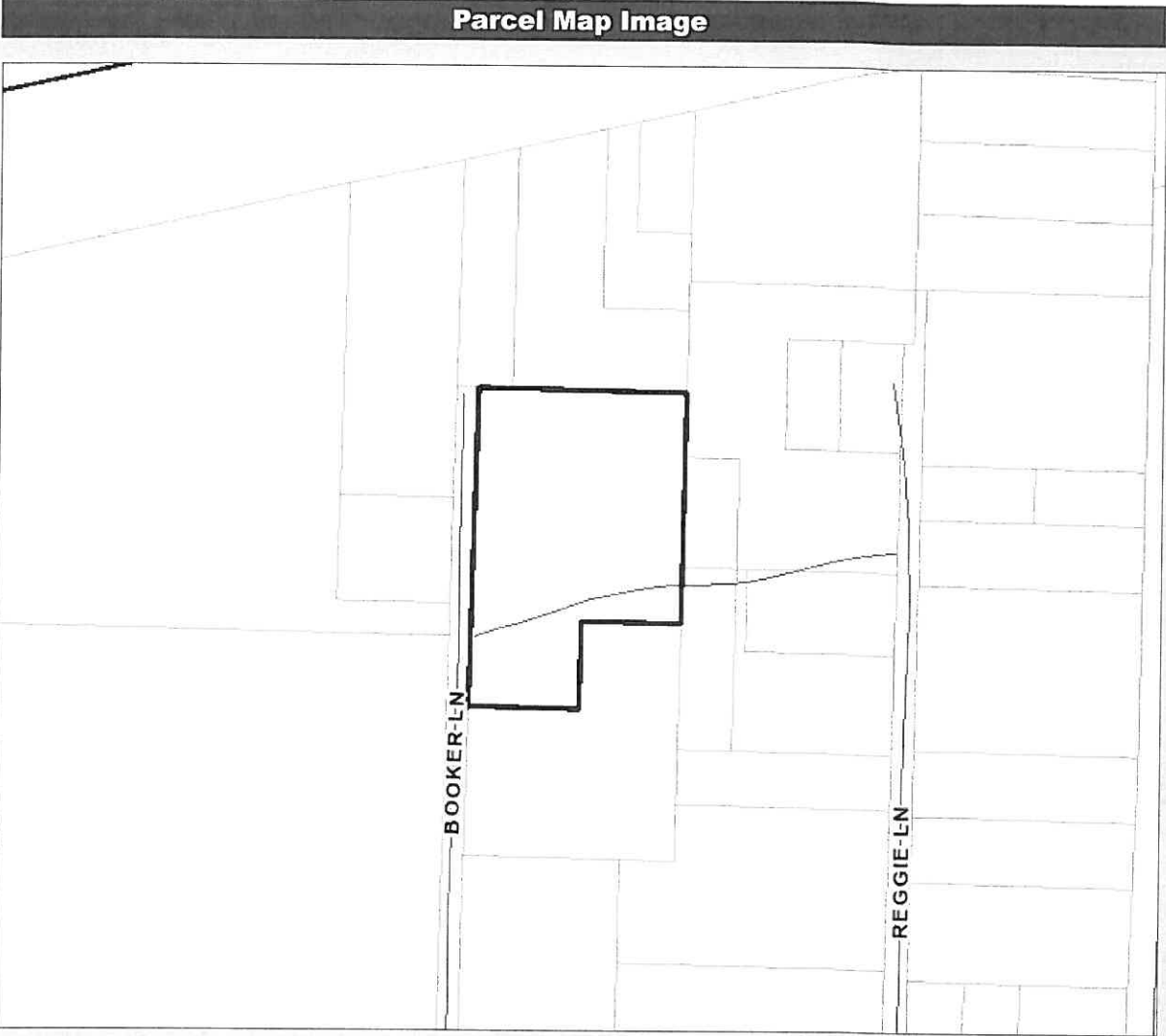
Parcel Site Address:	130 BOOKER LN
Parcel Ref (link to Property Appraiser):	16-1N-31-2114-000-001
Tax Collector ID (link to Tax Collector):	113994000
Commission District:	5
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32533 (Note: Must be verified with USPS)
Water Franchise:	EMERALD COAST UTILITIES AUTHORITY
Elementary School Zone:	Kingsfield (Note: Must be verified with the ECSD)
Middle School Zone:	Ransom (Note: Must be verified with the ECSD)
High School Zone:	Tate (Note: Must be verified with the ECSD)
Voting Precinct:	21
Polling Place:	International Paper (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	46

Emergency Management Report

Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0280G
Base Flood Elevation:	Not Available
Wind Zone:	135
Fire District:	CANTONMENT - 4

Topographical Report	
Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	NOTCHER FINE SANDY LOAM, 0 TO 2 PERCENT SLOPES
Drainage Basin:	ELEVEN MILE CREEK
Drainage Basin Number:	XIII

Land Use Report	
Zoning:	LDR
Future Land Use 2030:	MU-S
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	CANTONMENT
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No



This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32595

1706-171

WHEREAS, Tax Certificate No. 1448 was issued on the 1st day of June, 1971, against the land described hereinbelow, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 16th day of June, 1975, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111
Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE corner of the West one-half of the SW quarter of the SE quarter, South 375 feet, West 243 feet, North 168 feet for POB, West 150 feet, Northerly 50 feet, East 150 feet, South 50 feet to POB, OR Book 23 page 216 Section 10, Township 1 North, Range 31 West.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 23rd day of November, 1982.

Witnesses:

Ken [Signature]
Patricia [Signature]

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of Escambia
County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 23rd day of November, 1982.

[Signature]
Notary Public
My Commission Expires: 12/1/86

178293

FILED IN PUBLIC RECORDS
COUNTY OF ESCAMBIA, FLA.

DEC 1 4 28 PM '82

NOTARY
JOE A. FLOWERS



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Property Address:	130 Booker Lane
Reference:	16-IN-31-2114-000-001
PA Assessed Value:	\$8,436
Zoning:	LDR
FLU 2030:	MU-S
Acreage:	1.1124
CRA District	CANTONMENT
Commission District	5

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management	X		Timothy Dyer	
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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Engineering - Traffic Operations & Planning Division	X		Timothy Dyer	
Engineering - Stormwater Management	X			
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
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Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				

Tara D. Cannon

From: Liz Bush
Sent: Tuesday, April 21, 2020 9:53 AM
To: Chris A. Curb
Cc: Tara D. Cannon; Stacey W. Coker
Subject: RE: DEPARTMENTAL REVIEW - 130 Booker Lane

Chris,

I don't see a need at this time because this parcel wouldn't have a benefit to the project, in regards to drainage, because it's near to the top of the contours in the area.

If it were farther south I'd have a different opinion on it.

Liz

-----Original Message-----

From: Chris A. Curb <CACURB@myescambia.com>
Sent: Tuesday, April 21, 2020 9:38 AM
To: Liz Bush <mebush@myescambia.com>
Cc: Tara D. Cannon <tdcannon@myescambia.com>; Stacey W. Coker <SWCOKER@MyEscambia.com>
Subject: FW: DEPARTMENTAL REVIEW - 130 Booker Lane

Liz:

Do you need this parcel for future phases of Carver Park roadway & drainage improvement project?

Chris Curb, Engineering Manager - Stormwater Escambia County Engineering Department
3363 West Park Place
Pensacola, FL 32505
850-595-3419 (Office)
850-554-3038 (Cell)

-----Original Message-----

From: Tara D. Cannon <tdcannon@myescambia.com>
Sent: Monday, April 20, 2020 5:15 PM
To: Cassie C. Boatwright <cboatwright@myescambia.com>; Chips Kirschenfeld <TKIRSCH@myescambia.com>; Chris A. Curb <CACURB@myescambia.com>; Christine W. Fanchi <cwfanf@myescambia.com>; Clara F. Long (CRA) <clong@myescambia.com>; Janice P. Gilley <janicepgilley@myescambia.com>; Jason Walters <JWALTER@myescambia.com>; Joseph E. Barrett <JEBARRETT@myescambia.com>; Joy Jones <DJONES@myescambia.com>; Mark D. Bartlett <mdbartlett@myescambia.com>; Meredith Reeves <MAREEVES@myescambia.com>; Michael E. Rhodes <MERHODES@myescambia.com>; Stacey W. Coker <SWCOKER@MyEscambia.com>; Stephen D. Hall <sdhall@myescambia.com>; Stephen G. West <sgwest@myescambia.com>; Terri V. Malone <TVMALONE@myescambia.com>; Timothy R. Day <TRDAY@myescambia.com>
Cc: Tara D. Cannon <tdcannon@myescambia.com>
Subject: DEPARTMENTAL REVIEW - 130 Booker Lane



Checklist - For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For the real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	130 Booker Lane
Reference:	16-IN-31-2114-000-001
PA Assessed Value:	\$8,436
Zoning:	LDR
FLU 2030:	MU-S
Acreage:	1.1124
CRA District	CANTONMENT
Commission District	5

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management	X			
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description			Joseph Barrett	No Issues
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division	✓			
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency	X		CLARA LONG	
Facilities Management				
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal issues				



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County Administration (or designee)				
Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management	X		Chris C. Bartlett	None
Risk Management				
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal Issues				



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Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management	X		Mark Bartlett	
Parks & Recreation				
Office of Management & Budget				
County Attorney - Legal Issues				



Checklist - For Sale of County-Owned Property

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Natural Resource Management				
Engineering - Traffic Operations & Planning Division				
Engineering - Stormwater Management				
Engineering - Construction Management				
Surveyor - Review of Survey or Boundary Map, Legal Description				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Parks & Recreation	X		Mark Bartlett	
Office of Management & Budget				
County Attorney - Legal Issues				



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18388

County Administrator's Report 8. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Approval of Second Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.

From: Sharon Harrell, Interim Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2019/2020 Second Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve a reduction of TDT tax allocation in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of \$929,682, and from Cost Center 360105, in the amount of \$570,318, for a combined total of \$1,500,000;

B. Approve the Second Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, decreasing the allocation by \$1,500,000, for a total allocation of \$6,349,534 to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:

1. Direct programming: Expenses of \$4,498,841 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

2. Operations: Expenses of \$385,070 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and

3. Personnel: Expenses of \$1,465,623 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);

C. Authorize the Chairman to sign the Second Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

BACKGROUND:

During the TDC workshop on July 20, 2020, the Tourist Development Council recommended a reduction in spending by Visit Pensacola in response to declining tax collections for April-July. Collections were approximately 68% lower than the previous year for the same time period; this decline has been attributed to Covid-19.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2019/2020 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Second Amendment to Miscellaneous Appropriations Agreement

**SECOND AMENDMENT TO
MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND VISIT PENSACOLA, INC.**

THIS AMENDMENT to the Miscellaneous Appropriations Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Visit Pensacola, Inc., FEI/EIN 46-3684826, with a principal address of 1401 East Gregory Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, on or about October 17, 2019, the parties previously entered into a Miscellaneous Appropriations Agreement (hereinafter the "Agreement") wherein the County agreed to appropriate from the County's Tourist Development Fund for the County's current Fiscal Year 2019/2020, "Third Cent" Tourist Development Tax funds in the sum of \$4,645,000 and "Fourth Cent" Tourist Development Tax funds in the sum of \$1,804,534.00 for the Recipient to conduct a program generally described as Tourism Promotion Activities (hereinafter referred to as the "Agreement"); and

WHEREAS, on or about April 2, 2020, the parties previously entered into the First Amendment to the Agreement to allocate additional Fiscal Year 2019/20 funding in the amount of \$1,400,000 for a total sum of \$7,849,534.00 with funding for direct programming activities in the amount of \$6,034,817, funding for operations in the amount of \$396,944 and funding for personnel in the amount of \$1,417,773; and

WHEREAS, the parties have agreed to amend the Agreement to *decrease* Fiscal Year 2019/20 funding in the amount of \$1,500,000 for a total sum of \$6,349,534.00 with funding for direct programming in the amount of \$4,498,841, funding for operations in the amount of \$385,070, and funding for personnel in the amount of \$1,465,623; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety, and general welfare of the residents of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the Agreement as follows:

1. The foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. The Agreement, as previously amended, is amended to reflect that for Fiscal Year 2019/20, the County agrees to pay Visit Pensacola, Inc. a total sum of \$6,349,534.00. Funds shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit B.
3. Exhibit A to the Agreement is hereby amended as provided in the revised Exhibit, attached hereto and incorporated herein, to reflect the increased funding allocations for

authorized program functions as set forth therein.

4. The parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the last date executed by the parties hereto.

6. The Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature.

**ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC APPROVED: _____

VISIT PENSACOLA, INC.

By:  DARLEN SCHAEFER

Date: 8-12-20

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-11-2020

Attest.


Secretary

EXHIBIT A

2019/2020 MISCELLANEOUS APPROPRIATIONS PROGRAM

NAME OF ORGANIZATION:

Visit Pensacola, Inc.

APPROVED BUDGET

EXPENSES ASSOCIATED WITH THE PROGRAM

FUNCTIONS OF **VISIT PENSACOLA, INC.**

\$7,849,534.00

\$6,349,534.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The allocation of funds described below represents the parties' best estimate of the expected expenditures. The allocation of funding may be modified by written amendment to this Agreement duly executed by both parties.

Direct programming: Expenses of ~~\$6,034,817.00~~ \$4,498,841.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are direct programming expenses of Arts, Culture and Entertainment, Inc. (ACE) and Pensacola Sports Association, Inc. (PSA) for marketing and operational support for local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of ~~\$396,944.00~~ \$385,070.00 related to the operations of Visit Pensacola and the Pensacola Sports Association (PSA).

Personnel: Expenses of ~~\$1,417,773.00~~ \$1,465,623.00 related to salaries and benefits for employees of Visit Pensacola and the Pensacola Sports Association (PSA).



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18295

County Administrator's Report 8. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Budget Amendment #178 - District One Medical Examiner

From: Sharon Harrell, Interim Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #178, District One Medical Examiner - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Budget Amendment #178, General Fund (001), in the amount of \$190,000, to recognize the District One Medical Examiner's increase in case volume and Locum Tenens expenses for 2019/2020.

Fund Name	Account Name	Account Code	Amount
FROM: General Fund/ Administration	Reserves for Operating	110201/59805	\$190,000
TO: General Fund/ Administration	Aids to Government Agencies	419291/58101	\$190,000

BACKGROUND:

The District One Medical Examiner has experienced a significant increase in cases which impacts the per county case volume percentage formula. A break down of the case load increases is below. For Escambia County the case increases include a 32% increase in Homicide and 34% increase in Suicide. Another factor in the increase is due to the vacancy of the Medical Examiner which requires the constant use of Locum Tenens.

CASE LOAD ESTIMATE USED FOR CURRENT FISCAL YEAR BUDGET

2019/2020

% Difference with 49 days remaining

Autopsy	686	8 %
Observation	16	129 %
Investigation	398	52 %
Total Cases	1100	31 %

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by \$190,000.

Fund Name	Account Name	Account Code	Amount
FROM: General Fund/ Administration	Reserves for Operating	110201/59805	\$190,000
TO: General Fund/ Administration	Aids to Government Agencies	419291/58101	\$190,000

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Budget Amendment #178

**Board of County Commissioners
Escambia County
Budget Amendment Request**

Request Number
#178

Approval Authorities

	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator		8.13.20	JPG	
Action by the Board				

Transfer From: Fund 001/General Fund/Administration
Fund/Department

Account Title	Project	Cost Center	Account Code	Amount
Reserves for Operating		110201	59805	190,000
Total				\$190,000

Transfer To: Fund 001/General Fund/Aids to Government Agencies
Fund/Department

Account Title	Project	Cost Center	Account Code	Amount
Aids to Government Agencies		410201	58101	190,000
Total				\$190,000

Detailed Justification:

Medical Examiner increase of 17% case volume for FY 2020. Escambia County's portion of costs is \$190,000.

Shawn Hunter 8-12-20
Budget Analyst

Shawn Hunter 8-12-2020
Budget Manager

DISTRICT ONE MEDICAL EXAMINER SUPPORT, INC
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
PROJECTED FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Escambia	Santa Rosa	Okaloosa	Walton	Total
REVENUES					
Intergovernmental	1,032,864.00	298,093.00	623,184.00	217,169.04	2,171,310.04
Estimated Contribution	190,000.00	67,000.00	120,000.00	30,000.00	407,000.00
Miscellaneous	259.13	75.58	156.56	48.59	539.85
Total revenues	1,223,123.13	365,168.58	743,340.56	247,217.63	2,578,849.89
EXPENDITURES					
Current:					
General government:					
Financial and administrative:					
Professional Services	47,921.89	13,720.01	28,364.06	9,338.65	99,344.61
Dr Thogmartin Consulting	12,109.76	3,532.01	7,316.30	2,270.58	25,228.65
Other Contractual Services	495,632.31	158,718.62	288,971.20	97,742.69	1,041,064.82
Locum Tenens	252,887.68	73,758.92	152,786.42	47,416.31	526,849.33
Santa Rosa County Admin Fee	30,571.60	9,127.33	18,579.60	6,179.23	64,457.75
Accounting	24.00	7.00	14.50	4.50	50.00
Travel and Per Diem	5,867.59	1,900.97	4,009.22	1,353.70	13,131.48
Communications	3,497.67	1,020.16	2,113.17	655.82	7,286.82
Postage	865.28	252.39	554.07	162.22	1,833.96
Utilities	2,162.92	634.97	1,596.05	497.44	4,891.38
Rentals and Leases	21,140.84	6,431.29	9,027.87	2,799.29	39,399.29
Insurance	21,639.20	6,311.44	13,073.69	4,057.35	45,081.68
Operating Supplies	11,305.62	3,384.15	7,527.03	2,242.49	24,459.29
Dues and Memberships	249.60	72.80	150.80	46.80	520.00
Education and Training	-	-	-	-	-
Remaining Year Estimate	358,838.18	110,382.89	211,483.43	69,295.49	749,999.99
Total expenditures	1,264,714.14	389,254.95	745,567.41	244,062.56	2,643,599.05
Excess (deficiency) of revenue over expenditures	(41,591.01)	(24,086.37)	(2,226.85)	3,155.07	(64,749.16)
Net change in fund balances	(41,591.01)	(24,086.37)	(2,226.85)	3,155.07	(64,749.16)
FUND BALANCES, BEGINNING	42,196.81	24,479.39	2,316.17	(2,762.01)	66,230.36
FUND BALANCES, END OF YEAR	605.79	393.03	89.32	393.06	1,481.20

MEDICAL EXAMINER CASE LOAD DATA

CASE LOAD ESTIMATE USED FOR CURRENT FISCAL YEAR BUDGET

2019/2020		% Difference with 49 days
Autopsy	686	8 %
Observation	16	129 %
Investigation	398	52 %
Total Cases	1100	31 %

ESCAMBIA COUNTY

10/01/2019 – 08/12/2020		10/01/2018 – 08/12/2019		% Change
Autopsy	367	Autopsy	327	12 % increase
Observation	44	Observation	7	529 % increase
Investigation	412	Investigation	194	112 % increase
Total Cases	832	Total Cases	528	57 % increase

DISTRICT ONE

10/01/2019 – 08/12/2020		10/01/2018 – 08/12/2019		% Change
Autopsy	742	Autopsy	657	13 % increase
Observation	74	Observation	17	335 % increase
Investigation	681	Investigation	368	85 % increase
Total Cases	1497	Total Cases	1042	44 % increase

2.34 Autopsies per day with 49 days remaining = 114

(+/- 856 Autopsies)

4.7 Cases per day with 49 days remaining = 230

(+/- 1727 Total Cases)

OTHER RELATED INFORMATION:

Locum Tenens Increase

COVID-19 Cases

32 % Increase in Homicide

34 % Increase in Suicide



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18346

County Administrator's Report 8. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Supplemental Budget Amendment #184 - Sheriff's Department FY 2018 Justice Assistance Grant (JAG)

From: Sharon Harrell, Interim Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #184, Fiscal Year 2018 Edward Byrne Memorial Justice Assistance (JAG) Grant - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #184, Other Grants and Projects Fund (110), in the amount of \$125,841, to recognize the Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department to support bike patrol activities in the Fiscal Year 2019/2020 Budget.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331299 (new)	JAG#2018-DJBX-0746	125,841
Total				\$125,841

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	540202 (new)	JAG#2018-DJBX-0746	58101	Aids to Governmental Agencies	125,841
Total					\$125,841

BACKGROUND:

Escambia County Sheriff's Department was awarded the Fiscal Year 2018 Department of Justice Edward Byrne Memorial Justice Grant (JAG#2018-DJBX-0746) to support law enforcement initiatives. Specifically, this Grant will be used to fund the overtime salaries for sworn law enforcement officers for the bike patrol. The primary objective is the reduction of street level crimes through effective neighborhood bike patrol policing in Escambia County.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 by \$125,841.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
110	Other Grants & Projects	331299 (new)	JAG#2018-DJBX-0746	125,841
Total				\$125,841

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
110	540202 (new)	JAG#2018-DJBX-0746	58101	Aids to Governmental Agencies	125,841
Total					\$125,841

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 184

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2020-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff's Department has been awarded the BJA FY18 Edward Byrne Memorial Justice Assistance (JAG) Program Grant (2018-DJ-BX-0746) from U.S. Department of Justice to support law enforcement initiatives. Specifically, these funds will be used to cover overtime for sworn law enforcement officers for bike patrol. These funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Fund Number/Name	Revenue Title	Account Code	Amount
110 / Other Grants & Projects	JAG#2018-DJBX-0746	331299 (new)	\$125,841
Total			<u>\$125,841</u>

Fund Number/Name	Fund Number/Cost Center	Account Code/ Appropriations Title	Amount
110 / Other Grants & Projects	110 / 540202 (new)	58101 / Aids to Governmental Agencies	\$125,841
Total			<u>\$125,841</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Steven Barry, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#184



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18419

County Administrator's Report 8. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Supplemental Budget Amendment #192 - FTA Coronavirus Aid, Relief, and Economic Security (CARES) Act

From: Sharon Harrell, Interim Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #192, FTA Coronavirus Aid, Relief, and Economic Security (CARES) Act, Tonya Ellis, Director, Mass Transit - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #192, Mass Transit Fund (104) and FTA Capital Project Fund (320), in the amount of \$10,137,924, to recognize funds from the Federal Transit Administration (FTA) for the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant, and to appropriate these funds to support operating and capital expenses at Mass Transit. This is a reimbursable Grant.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
104	Mass Transit Fund	331487 (new)	FTA-104-CARES Act Grant	10,036,545
320	FTA Capital Project Fund	331487 (new)	FTA-320-CARES Act Grant	101,379
Total				\$10,137,924

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
104	320409	FTA-104-CARES ACT Grant	51201	Salaries	6,448,435
104			53404	Fixed Route Bus Costs	10,025
104			55201	Operating Supplies	30,556
104			55204	Fuel	493,247
104			51201	Salaries	915,951

104			54601	Repair & Maintenance	9,588
104			54606	Preventative Maintenance	435,759
104			55201	Operating Supplies	11,682
104			53405	ADA Paratransit Costs	1,681,302
320	320426 (new)	FTA-320-CARES Act Grant	56401	Machinery & Equipment	101,379
Total					\$10,137,924

BACKGROUND:

Escambia County Area Transit (ECAT) was awarded 5307 CARES Act Funding from the FTA, in the amount of \$10,137,924, and the Grant allocation was approved by the Board on June 18, 2020. This funding will be provided at a 100% federal share, with no local match required. \$2,101,379 is allocated for Fiscal Year 2020 expenses and \$8,036,545 is allocated for Fiscal Year 2021. Grant funds will be used to support operations due to the loss of revenue caused from loss of ridership and fare suspension throughout the pandemic. It is available to support operating expenses to maintain transit services, capital and other expenditures that will help to prevent, prepare for, and respond to COVID-19. Some of the expenses will be used for salaries, overtime, ADA paratransit trips, fuel, cleaning products, and personal protective equipment (PPE). As required by the FTA, 1% of the funds will be used to increase safety and security through the purchase of surveillance and security equipment for the buses.

BUDGETARY IMPACT:

This Amendment will increase Fund 104 by \$10,036,545 and Fund 320 by \$101,379.

Fund Number	Fund Name	Revenue Code	Revenue Title	Amount
104	Mass Transit Fund	331487 (new)	FTA-104-CARES Act Grant	10,036,545
320	FTA Capital Project Fund	331487 (new)	FTA-320-CARES Act Grant	101,379
Total				\$10,137,924

Fund Number	Cost Ctr No.	Cost Center Title	Account Code	Account Title	Amount
104	320409	FTA-104-CARES ACT Grant	51201	Salaries	6,448,435
104			53404	Fixed Route Bus Costs	10,025
104			55201	Operating Supplies	30,556
104			55204	Fuel	493,247

104			51201	Salaries	915,951
104			54601	Repair & Maintenance	9,588
104			54606	Preventative Maintenance	435,759
104			55201	Operating Supplies	11,682
104			53405	ADA Paratransit Costs	1,681,302
320	320426 (new)	FTA-320-CARES Act Grant	56401	Machinery & Equipment	101,379
Total					\$10,137,924

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 192

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2020-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Mass Transit was awarded grant funds from the Federal Transit Administration (FTA) for the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and these funds needs to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Fund Number / Name	Revenue Title	Account Code	Amount
104 / Mass Transit Fund	FTA-104-CARES Act Grant	331487 (new)	10,036,545
320 / FTA Capital Project Fund	FTA-320-CARES Act Grant	331487 (new)	101,379
Total			\$10,137,924

Fund Number / Name	Cost Center Number/Name	Account Code/ Appropriations Title	Amount
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	51201 / Salaries	6,448,435
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	53404 / Fixed Route Bus Costs	10,025
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	55201 / Operating Supplies	30,556
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	55204 / Fuel	486,000
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	51201 / Salaries	915,951
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	54601 / Repair & Maintenance	9,588
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	54606 / Preventative Maintenance	435,759
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	55201 / Operating Supplies	11,682
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	55204 / Fuel	7,247
104 / Mass Transit Fund	320409 (new) / FTA-104-CARES Act Grant	53405 / ADA Paratransit Costs	1,681,302
320 / FTA Capital Project Fund	320426 (new) / FTA-320-CARES Act Grant	56401 / Machinery & Equipment	101,379
Total			\$10,137,924

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Steven Barry, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
192



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18384

County Administrator's Report 8. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Amendment to Lease Agreement

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Lease Agreement - Janice P. Gilley, County Administrator

That the Board take the following action regarding the lease of County office space:

A. Approve and adopt an Amendment to the Lease Agreement authorizing the lease of County office space in the Ernie Lee Magaha Government Building to the Honorable Rick Scott, U. S. Senate, for use as a satellite office; and

B. Authorize the Chairman to execute the Lease Agreement without further action of the Board.

BACKGROUND:

The Ernie Lee Magaha Government Building is located in the heart of downtown Pensacola in Escambia County. Senator Rick Scott's office contacted staff to inquire about available office space, which was reviewed and deemed desirable after some minor renovation. The terms of the Lease Agreement have been reviewed and agreed upon by the County Attorney's Office and the Office of the U. S. Senate Sergeant at Arms.

BUDGETARY IMPACT:

The lease amount is for \$1,300 per month for a term of 52 months (the remainder of Senator Scott's six year term).

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been approved as to form and legal sufficiency by County Attorney Alison Rogers.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County Administration staff will coordinate all efforts with the various County departments, U. S. Senate Sergeant at Arms staff, and Senator Scott's staff to successfully implement this Lease Amendment.

Attachments

Lease Amendment

FIRST AMENDMENT TO THE LEASE

WHEREAS, this First Amendment to the Lease made and entered into this _____ day of August, 2020 by and between **ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as "Landlord" and the Honorable RICHARD "RICK" LYNN SCOTT, in his official capacity, hereinafter referred to as "Tenant", and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. §6317 relating to the procurement by the Sergeant at Arms of office space suitable for the Senator's official use;

WHEREAS on or about August 29, 2019, Landlord and Tenant entered into that certain United States Senate Home State Office Agreement, hereinafter referred to as the "Lease", as subsequently amended, under the terms of which the Landlord leased to Tenant certain premises located at **221 Palafox Place, Suite 420, Pensacola, FL 32502**, the Landlord and Tenant now desire to amend the Lease;

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

Effective with this Amendment and beginning September 1, 2020, the monthly rate will be adjusted, as follows:

BASE RENT: \$1,300 per month

SPACE IMPROVEMENTS AMORTIZED OVER REMAINING LEASE TERM (52 months): \$9,135.64

TOTAL MONTHLY RENT INSTALLMENTS THROUGH REMAINING LEASE TERM OF FIFTY-TWO MONTHS (BASE RENT + amortized costs): \$1,475.69

TOTAL ANNUAL RENT THROUGH REMAINING LEASE TERM: \$17,708.28 (\$34.86 per usable square foot).

The termination date shall remain **January 2, 2025**. Upon the termination of the Lease, it shall become a month-to-month tenancy pursuant to paragraph 2 of the Lease. Any month to month tenancy may be terminated by either party by providing sixty (60) days advance written notice to the other party.

Said payment, which shall not be adjusted for operating expenses, taxes, landlord costs or otherwise, is contingent upon the Landlord's submission, of a new proper invoice to the Sergeant at Arms of the United States Senate. Said invoice shall be in a form which is approved by the Sergeant at Arms. The new original invoice shall be sent electronically to stateofficeliasion@saa.senate.gov. The subject line of email must contain Tenant's name and the city, state code, and zip code of the Tenant's official home state office. If said invoice cannot be sent electronically, the original invoice may be mailed to: United States Senate, Sergeant at Arms, Accounts Payable Department, Washington, DC 20510-7205. Faxed copies of invoices are not accepted. Upon the direction of the Tenant and the Sergeant at Arms, the Secretary of the Senate will remit to the Landlord, the sum due on the proper invoice at the end of each month.

Notices to the Tenant under this Lease Agreement shall be delivered to the Tenant at the leased premises as well as the Office of the Sergeant at Arms of the United States Senate, Room S- 151,

United States Capitol, Washington, D.C. 20510. The parties agree that they shall provide a copy of this executed Amendment to the United States Senate Sergeant at Arms.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Except as specifically modified by this Amendment, all other terms and conditions of the Lease remain in full force and effect. All signatures appear on the next page which is four of four.

Landlord:

Tenant:

Escambia County, Florida by and

Through its duly authorized BOARD OF

COUNTY COMMISSIONERS

Steven Barry, Chairman

**Honorable Richard "Rick" Lynn Scott
United States Senator**

ATTEST: Pam Childers

Clerk of the Circuit Court

(Date)

(Date)

This document approved as to form and legal sufficiency.

By: _____

Title: County Attorney

Date: 8/4/2020

For U.S. Senate Sergeant at Arms' State Office Liaison Use Only Prepared and Reviewed by: SC



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18399

County Administrator's Report 8. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Emerald Coast Regional Council Annual Budget Request for Fiscal Year 2020-2021

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Emerald Coast Regional Council Annual Budget Request for Fiscal Year 2020-2021 - Janice P. Gilley, County Administrator

That the Board take the following action regarding the Emerald Coast Regional Council (ECRC) Annual Budget Request for Fiscal Year 2020-2021:

A. Approve the Emerald Coast Regional Council Budget for Fiscal Year 2020-2021, in the amount of \$31,161;

B. Authorize the Chairman to execute the ECRC Budget for Fiscal Year 2020-2021; and

C. Authorize the County Administrator or her designee to initiate and approve a purchase order to pay annual dues to ECRC after October 1, 2020.

COST CENTER	OBJECT CODE	DESCRIPTION	AMOUNT
110201	58205	Fiscal Year 20/21 ECRC Dues	\$20,268
110201	58205	Fiscal Year 20/21 TPO Match	\$10,893
		TOTAL	\$31,161

BACKGROUND:

The County makes payments in support of the activities of certain Outside Agencies approved by the Board. The Emerald Coast Regional Council, f/k/a/ the West Florida Regional Planning Council (ECRC), is an agency created by the legislature of the State of Florida for the purpose of coordinating transportation planning activities for counties and municipalities in Northwest Florida. ECRC is the transportation staffing for the Florida-Alabama Transportation Planning Organization (TPO) serving Escambia County.

BUDGETARY IMPACT:

COST CENTER	OBJECT CODE	DESCRIPTION	AMOUNT
110201	58205	Fiscal Year 20/21 ECRC Dues	\$20,268
110201	58205	Fiscal Year 20/21 TPO Match	\$10,893
		TOTAL	\$31,161

Support of ECRC is provided on a recurring basis as part of the Escambia County budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policies require Agreements and Purchase Orders in excess of \$25,000 be approved by the Board.

IMPLEMENTATION/COORDINATION:

To be coordinated by the County Administrator's Office.

Attachments

Escambia County Dues Letter

Date: August 13, 2020



Honorable Steven Barry
221 Palafox Place, STE 420
Pensacola FL 32505

RE: ECRC FUNDING REQUEST - ADDITIONAL INFORMATION

Dear Chairman:

Thank you for the inquiry regarding the ECRC funding request for \$31,161 and allowing me to prepare for you, a breakdown and explanation of that request.

The original letter sent to Escambia County dated June 17th does in fact have the correct annual dues request of \$31,161 for the upcoming FY21. Within that total amount lies two specific requests which are consolidated for convenience sake; the TPO local matching funds of \$10,893 and ECRC matching funds of \$20,268 for a total of \$31,161.

In September of 2018, the ECRC board of directors conducted a dues/membership modification for all cities and counties within the region. This modification changed the base amount and established a nominal increase to the per capita rate annually for a duration of 5 years, in which we are currently in year two of the five-year implementation phase. The county's question specifically was about the increase to \$31,161 over the previous year's funding amount provided to the ECRC, which was \$21,289. In actuality, the previous year's request by ECRC for both TPO and ECRC dues was a total of \$26,912 in which only \$21,289 was provided by Escambia County, for unknown reasons. Part of the increase is tied to the modification to the dues structure and therefore the county saw a larger increase in the dues request in year one and will only see a modest increase of .01 cent per capita for the next three years. It's important for me to point out that the annual dues amount will always fluctuate to some degree because the per capita rates are adjusted annually based on census estimates and therefore any changes in population will affect the rates. The ECRC boards modification of these dues was necessary for ECRC to continue to meet the local match requirements of the multitude of federal and state grants that are received and provided to the region.

On another note as you may remember from TPO meetings, we recently completed the West Cervantes feasibility study. In that project budget was a contingency fund to allow for any extras and add-ons within the project scope. We are happy to announce that the project was completed within budget and without the need to utilize the contingency fund; therefore, we will issue a check in the amount of \$9,000 to Escambia County.

As always, I am available at any time to answer any of your questions you may have and appreciate the great working relationship the ECRC has with Escambia County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Austin Mount". The signature is fluid and stylized, with a long horizontal stroke extending to the right.

Austin Mount



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18406

County Administrator's Report 8. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Purchase Adobe Enterprise Licensing Subscriptions

From: Bart Siders, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Adobe Enterprise Licensing Subscriptions - Bart Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the usage of the following Contract:

Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652); and

B. Approve the issuance of a Purchase Order, for Software Licenses from CDW-G, for Adobe Enterprise Licenses, in the total amount of \$26,446.49, -pricing obtained through the competitively bid Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652).

Vendor/Contractor	Amount	Contract Number
Vendor: CDW-G		
Fund 001, General Fund, Cost Center 270102, Object Code 56401, CDW-G quote # LN XK989	26,446.49	Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652)

BACKGROUND:

After evaluating the number of Adobe Licenses installed on County devices, it was determined that the County had installed over several years, more licenses than had been purchased. Working with the Department Directors, IT received an accurate count of the number of Adobe licenses needed. This purchase will renew existing licenses and purchase additional licenses to bring the County into compliance. Information Technology will install Adobe Reader, which is free, on every County device that does not need an Adobe DC or Pro license. All invalid Adobe licenses will be removed off County devices.

Description	Current	Additional	Total
Adobe DC	74	76	150

Adobe Pro	150	20	170
Creative Cloud	7	0	7
			327

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number	
Vendor: CDW-G			
Fund 001, General Fund, Cost Center 270102, Object Code 56401, CDW-G quote # LNXK989	26,446.49	Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652)	

Note on Contracts:

This Software was competitively bid through Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652) Contract.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida Chapter 46 Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing, in conjunction with Information Technologies, will issue a Purchase Order.

Attachments

CDW Adobe Quote

NASPO Contract

NASPO Amendment

QUOTE CONFIRMATION



DEAR BART SIDERS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNKX989	8/6/2020	ADOBE	4038500	\$26,446.49

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ADO ACRO PRO DC L8 5K-9999 RNWL Mfg. Part#: 65271303BC08A12 RNW Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	150	6026466	\$73.38	\$11,007.00
ADOBE ACRO PRO ENT SUB 1U LVL8 Mfg. Part#: 65271309BC08A12 NEW Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	20	5873633	\$73.28	\$1,465.60
ADO ACROBAT STD DC F/ENT L8 Mfg. Part#: 65271330BC08A12 NEW Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	76	6043515	\$62.37	\$4,740.12
ADO CC F/ENT ALL APPS ENT 1U L8 Mfg. Part#: 65291079BC08A12 RNW Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	7	6026468	\$659.77	\$4,618.39
ADO ACROBAT STD DC F/ENT L8 Mfg. Part#: 65271330BC08A12 RNW Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	74	6043515	\$62.37	\$4,615.38

PURCHASER BILLING INFO		SUBTOTAL	\$26,446.49
Billing Address: ESCAMBIA COUNTY FLORIDA CLERK OF THE CIRCUIT COURT 221 PALAFOX PL RM 210 PENSACOLA, FL 32502-5844 Phone: (850) 595-4841 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$26,446.49
		Please remit payments to:	
DELIVER TO			

Shipping Address:
ESCAMBIA COUNTY FLORIDA
CLERK OF THE CIRCUIT COURT
221 PALAFOX PL RM 210
PENSACOLA, FL 32502-5844
Phone: (850) 595-4841
Shipping Method: ELECTRONIC DISTRIBUTION

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Ryan Torres

(877) 500-3403

ryantor@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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NASPO ValuePoint
PARTICIPATING ADDENDUM

Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

Participating Addendum No: 43230000-NASPO-16-ACS-Software VAR

CDW-Government LLC
Master Agreement No: ADSP016-130652
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Participating State/Entity")

Page 1 of 17

I. MASTER AGREEMENT TERMS AND CONDITIONS:

- a. Scope: This Participating Addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.
- b. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

II. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

These modifications or additions apply only to actions and relationships within the Participating State. The following changes are modifying or supplementing the Master Agreement terms and conditions.

- a. Participating Addendum: As used in this document, "Participating Addendum" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Participating Addendum must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

- 1) Exhibit A: Contract Conditions, Florida General
- 2) Exhibit B: Contract Conditions, Florida Special
- 3) Exhibit C: NASPO ValuePoint Master Agreement Number

If a conflict exists among any of the Participating Addendum documents, the documents shall have priority in the order listed below:

- 1) The Addendum
- 2) Florida Special Contract Conditions, Exhibit B
- 3) Florida General Contract Conditions, Exhibit A
- 4) NASPO ValuePoint Master Agreement Number, Exhibit C

- b. Subcontractors: All contractors, dealers, and resellers authorized in the Participating State, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. If resellers/partners are utilized by Florida customers, at least one must be a Florida based business. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- c. Orders: Upon execution of this Participating Addendum, customers in the Participating State, may purchase products and services under the Master Agreement using this State of Florida alternate contract source number 43230000-NASPO-16-ACS-Software VAR.

Any order placed by a customer in the Participating State for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

- d. Amendments: No oral modifications to this Participating Addendum are permitted. All modifications to this Participating Addendum must be in writing and signed by both parties.

Notwithstanding the order listed in section II (b), amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.



Participating State:	Contractor: CDW Government LLC
Signature: 	Signature: 
Name: Debra Forbess	Name: ROBERT F. KIRBY
Title: Director of Administration	Title: VP, GOVERNMENT
Date: 12/6/16	Date: 12/6/2016

EXHIBIT A
FLORIDA GENERAL CONTRACT CONDITIONS

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[SECTION 12. BACKGROUND SCREENING AND SECURITY](#).....14

These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Master Agreement or on the date the Participating Addendum is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Participating Addendum in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.**3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services are confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.**4.1 Composition and Priority.**

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE

SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S., respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

Contractor complies with and is restricted by SEC requirements regarding legal action disclosures. Contractor's filings are available at <http://investor.cdw.com/sec.cfm?DocType=Annual&Year=&FormatFilter=>

6.2 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.

Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the

delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each

subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 Insurance

The terms and conditions of paragraph 17, of the NASPO Value Point Master Agreement (Master Agreement) shall govern for purchases made under the Participating Addendum. The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

7.3 Indemnification.

The terms and conditions of Section 14, Indemnification, of the Master Agreement shall govern for purchases made under the Participating Addendum.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. GRATUITIES AND LOBBYING.

9.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

9.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 10. CONTRACT MONITORING.

10.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

10.2 Performance Deficiency.

The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a timeframe specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

10.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

10.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay. The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature, such damages may be difficult to ascertain.

Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

10.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 11. CONTRACT AUDITS.

11.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

11.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 12. BACKGROUND SCREENING AND SECURITY.

12.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

12.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

12.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

12.4 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security

policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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EXHIBIT B FLORIDA SPECIAL CONTRACT CONDITIONS

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Scope

All products and services offered under this addendum must be in compliance with the Master Agreement scope. Failure to adhere to Master Agreement scope may result in addendum termination and the reimbursement of procurement costs in accordance to 60A-1.006 F.A.C.

Section 2 Information Technology (IT) Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) has established information technology standards for security, project management, and oversight. State agencies shall ensure compliance with AST standards as established in Rule Chapter 74-1 and 74-2, F.A.C, as applicable.

Section 3 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 4 Monthly Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 5 Quarterly Sales Reports

Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 6 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – Due by October 10
- Quarter 2 - (October-December) – Due by January 10
- Quarter 3 - (January-March) – Due by April 10
- Quarter 4 - (April-June) – Due by July 10

Section 7 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

Section 8 Contract Revisions

Notwithstanding General Contract Conditions the following types of revisions can be made to the Contract upon written authorization by the Department:

- a. Contractor's Information and Contacts
- b. Contract Manager
- c. Contract Report Forms

Only the above-listed provisions can be made without a formal Contract amendment. Florida General Contract Conditions, section 6.10, applies to all other modifications to the Contract.

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AMENDMENT NO.: 3 - Renewal

Alternate Contract Source No.: 43230000-NASPO-16-ACS-SVAR

Alternate Contract Source Name: Software Value Added Reseller

This Amendment No. 3 ("Amendment") effective as of April 8, 2020, to the Software Value Added Reseller (SVAR) Agreement, Contract No. 43230000-NASPO-16-ACS-SVAR ("Participating Addendum") is made by and between the State of Florida, Department of Management Services ("Department"), and CDW Government, LLC ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

WHEREAS the Parties agreed that the Participating Addendum may be amended by mutual agreement as provided in Section II.d., "Amendments," of the Participating Addendum; and

WHEREAS the Parties agreed that the Participating Addendum may be renewed as provided in Section 2.2, "Renewal," of Exhibit A of the Participating Addendum.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. Participating Addendum Amendment – Orders. Section II.c., "Orders," of the Participating Addendum is hereby deleted and replaced with the following:

c. Orders.

Agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under the Master Agreement using this State of Florida Alternate Contract Source No. 43230000-NASPO-16-ACS-SVAR. Agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Participating Addendum.

II. Participating Addendum Renewal. The Participating Addendum is hereby renewed for a period of one (1) year, with a new expiration date of April 7, 2021, under the same terms and conditions, except as amended herein.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Participating Addendum, as previously amended, shall continue in full force and effect.

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AMENDMENT NO.: 3 - Renewal

Alternate Contract Source No.: 43230000-NASPO-16-ACS-SVAR

Alternate Contract Source Name: Software Value Added Reseller

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
CDW Government, LLC

By: _____

Name: Tami Fillyaw

Title: Chief of Staff

By: _____

Name:

Title: President

Date:

Date:



AMENDMENT NO.: 3 - Renewal

Alternate Contract Source No.: 43230000-NASPO-16-ACS-SVAR

Alternate Contract Source Name: Software Value Added Reseller

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: Tami Fillyaw
991459A211104A3...
Name: Tami Fillyaw
Title: Chief of Staff

Date: 3/23/2020 | 2:03 PM EDT

Contractor:
CDW Government, LLC

By: Dario J. Bertocchi
Name: Dario J. Bertocchi
Title: Director, Program Sales

Date: March 05, 2020



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18397

County Administrator's Report 8. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Change Order on Contract PD 16-17.008, for Maintenance of County Parks and Boat Ramps

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order on Contract PD 16-17.008, Maintenance of County Parks and Boat Ramps - Michael Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Keep Pensacola Beautiful, in the amount of \$2,620, on Contract PD 16-17.008, Agreement for Maintenance of County Parks and Boat Ramps:

Department:	Parks and Recreation
Type:	Addition
Amount:	\$2,620
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200751
CO#:	2
Original Purchase Order Amount:	\$75,583
CO#1 Amount: 04/02/20	\$53,552
CO#2 Amount:	\$2,620
New Purchase Order Amount:	\$131,755

Due to a calculation error on Change Order #1, the amount needed to pay for LOST-funded parks through the end of the current Contract was underestimated.

[Funding: Fund 353, LOST IV, Cost Center 350221, Parks Projects, \$2,620]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Agreement and BCC Approval 1-19-17
- BCC Approval of 1st Extension 2-1-18
- BCC Approval of 2nd Extension 1-24-19
- BCC Approval of 6-month Extension 2-6-20
- BCC Approval of Change Order #1 4-2-20

BACKGROUND:

The Board approved Contract PD 16-17.008, Maintenance of County Parks and Boat Ramps, on January 19, 2017. The original Contract term allowed a Contract extension renewal option for two, 12-month periods and an option for the County to unilaterally extend this Agreement up to an additional six months. The first extension of this Contract was approved by the Board on February 1, 2018. The second extension of this Contract was approved by the Board on January 24, 2019. A six month extension of this Contract was approved by the Board on February 6, 2020. Change Order #1, approved by the Board on April 2, 2020, was intended to pay for maintenance services through the end of the 6 month extension, ending August 8, 2020. However, an additional \$2,620 is needed to complete payment for services under the current Contract.

BUDGETARY IMPACT:

Department:	Parks and Recreation
Type:	Addition
Amount:	\$2,620
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200751
CO#:	2
Original Purchase Order Amount:	\$75,583
CO#1 Amount:	\$53,552
CO#2 Amount:	\$2,620
New Purchase Order Amount:	\$131,755

Funding: Fund 353, LOST IV, Cost Center 350221, Parks Projects, \$2,620.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18377

County Administrator's Report 8. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Annual Certified Budget for Mosquito Control for Fiscal Year 2020-2021

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2020-2021 Annual Certified Budget for the Mosquito Control Division - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Annual Certified Budget for Mosquito Control for Fiscal Year 2020-2021, as required by the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, relating to the Mosquito Control Division, Department of Natural Resources Management.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds]

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides annual Grant funding to Escambia County to supplement the Mosquito Control Program. The funding amount of \$34,496 will be allocated under Cost Center 220703, Fund 106. In order to receive the Fiscal Year 2020-2021 Grant, the State requires Escambia County to provide an Annual Certified Budget for Mosquito Control to show how the funds will be used. The Annual Certified Budget being approved with this Recommendation is tentative because it is based on Escambia County's proposed Fiscal Year 2020-2021 budget.

Per Board direction from the June 25 - 26, 2019, Budget Workshops, we are adhering to same adopted Fiscal Year 2019-2020 Budget Reduction in Personnel expenses. The BCC gave the budget office direction to split two Mosquito Control personnel salaries 50/50 with Code Enforcement.

Two originals are required by the Florida Department of Agriculture and Consumer Services (FDACS) no later than September 30, 2020.

BUDGETARY IMPACT:

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal action with this Recommendation.

PERSONNEL:

Approval of this certified budget Recommendation requires no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The following citations of Florida law and rules apply: per Chapter 388.341, Florida Statutes (F.S.), Reports of expenditures and accomplishment; per Chapter 388.61, F.S., Department authority and rules; administration; and per Chapter 5E-13.027, Florida Administrative Code, Certified Budget, Filing.

IMPLEMENTATION/COORDINATION:

Mosquito Control Division Management will ensure that Escambia County complies with the Annual Certified Budget and performs all functions required.

Attachments

MCD Annual Cert Budget FY 20-21



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Submit to:
Mosquito Control
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

NICOLE "NIKKI" FRIED
COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.
Telephone: (850) 617-7995; Fax (850) 617-7969

County or District **ESCAMBIA**

FISCAL YEAR: OCTOBER 1, 2020 - SEPTEMBER 30, 2021

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$0.00	\$0.00	
334.1	State Grant	\$0.00	\$0.00	\$0.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$0.00	\$0.00	\$0.00
Beginning Fund Balance		\$0.00	\$0.00	\$0.00
Total Budgetary Receipts & Balances		\$0.00	\$0.00	\$0.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$326,404.00	\$320,404.00	\$6,000.00
20	Personal Services Benefits	\$165,641.00	\$162,891.00	\$2,750.00
30	Operating Expense	\$2,540.00	\$2,200.00	\$340.00
40	Travel & Per Diem	\$8,458.00	\$300.00	\$8,158.00
41	Communication Serv	\$4,700.00	\$4,700.00	\$0.00
42	Freight Services	\$294.00	\$84.00	\$210.00
43	Utility Service	\$0.00	\$0.00	\$0.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$0.00	\$0.00	\$0.00
46	Repairs & Maintenance	\$8,380.00	\$7,880.00	\$500.00
47	Printing and Binding	\$200.00	\$0.00	\$200.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$0.00	\$0.00	\$0.00
51	Office Supplies	\$904.00	\$0.00	\$904.00
52.1	Gasoline/Oil/Lube	\$13,780.00	\$13,780.00	\$0.00
52.2	Chemicals	\$71,952.00	\$61,345.00	\$10,607.00
52.3	Protective Clothing	\$1,032.00	\$0.00	\$1,032.00
52.4	Misc. Supplies	\$1,313.00	\$298.00	\$1,015.00
52.5	Tools & Implements	\$1,312.00	\$0.00	\$1,312.00
54	Publications & Dues	\$868.00	\$0.00	\$868.00
55	Training	\$1,800.00	\$1,200.00	\$600.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
TOTAL BUDGET AND CHANGES		\$609,578.00	\$575,082.00	\$34,496.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	\$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$609,578.00	\$575,082.00	\$34,496.00
ENDING FUND BALANCE		-\$609,578.00	-\$575,082.00	-\$34,496.00

I certify that the budget shown was adopted on this _____ Day of _____ 20_____

SIGNED: _____
Steven Barry, Chairman of the Board

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: _____ Date: _____

Stephanie Young- Government Analyst

FDACS-13617 Rev. 07/13

PAM CHILDERS
ATTEST: Clerk of Circuit Court

Deputy Clerk



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18329

County Administrator's Report 8. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Amendment No. 1 to Contract No. 01009Y7

From: Cathy White, Director of Case Management

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment No. 1 to Contract No. 01009Y7 - Catherine A. White, Director of Case Management

That the Board take the following actions concerning Amendment No. 1 to Contract No. 01009Y7:

A. Approve Amendment No. 1; and

B. Authorize Chairman to sign Amendment No. 1 and any Amendments, requests for payment, or other related documents as may be required.

[The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the \$65 Court Fee, according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts as outlined in Exhibit "A" of the Agreement.]

BACKGROUND:

On June 18, 2020, the Board reviewed, approved, and the Chairman signed the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida. The purpose of the Agreement is to fund the existing Veterans Court Program position under the County's provisions providing 40 hours per week salary and all applicable benefits, to include but not limited to, additional holiday pay, FICA, life and health insurance, and retirement, effective July 1, 2020. A copy of the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida is provided for reference.

The signed Agreement for the Funding of Court Personnel Between FJC and Escambia County was forwarded to the Office of the State Courts Administrator for uploading to the Division of Financial Services and was assigned Contract Number 01009Y7. In OSCA's

review of the Agreement, Article I (1.1) and Article III (3.1) contradict each other in that Article I (1.1) reads that the County will reimburse the Court verses Article III (3.1) reading the Court agrees to reimburse the County. Amendment No. 1 clarifies the intent of the Agreement wherein the Court agrees to reimburse the County for salary and employment benefit costs not to exceed \$56,143.

BUDGETARY IMPACT:

The County agrees to provide funding for the existing Veterans Court Coordinator through Court Innovation Article V, Local Option portion of the \$65 Court Fee according to Florida Statutes 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed \$56,143.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment No. 1 was reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County and the Court will coordinate invoicing and payment process.

Attachments

Amendment No. 1
Agreement

AMENDMENT NO. 1
CONTRACT NO. 01009Y7

THIS CONTRACT AMENDMENT is entered into between the First Judicial Circuit Court of Florida (Court) and Escambia County, Florida (County), and amends Contract No. 01009Y7 entered by the parties on June 23, 2020.

The original Contract contained language regarding payment that was unclear and requires clarification for the proper administration of the contract. This amendment is to clarify the language in Section 1.1 of the Contract.

The parties agree that:

The language in Section 1.1 of the Agreement is deleted in its entirety and replaced with the following language:

- 1.1 The Court agrees to reimburse the County for salary and employment benefits costs for the existing Coordinator position within the Escambia County Veterans Court Program from the effective date of this Agreement through the court fiscal year ending June 30, 2021.

All provisions of the Contract not in conflict with this Amendment are still in effect and are to be performed at the level and pursuant to the criteria specified in the Contract.

This Amendment shall become part of Contract 01009Y7 and shall remain in effect until the contract expires.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature:

CIRCUIT

First Judicial Circuit Court of Florida

ESCAMBIA COUNTY

Robin M. Wright
Trial Court Administrator
M.C. Blanchard Judicial Center
190 Governmental Center
Pensacola, Florida 32502
850-595-4400
Date: _____

Steven Barry
Chairman, Escambia County BOCC
221 Palafox Place
Pensacola, Florida 32502
850-595-4950
Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
[SEAL]

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 07-24-2020

**AGREEMENT FOR THE FUNDING OF COURT
PERSONNEL BETWEEN THE FIRST JUDICIAL CIRCUIT
OF FLORIDA AND ESCAMBIA COUNTY, FLORIDA**

This Agreement is entered into by and between **Escambia County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 221 Palafox Place, Pensacola, FL 32502, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, pursuant to §29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans Court Program in Escambia County; and

WHEREAS, the County and Court desire to enter into an Agreement whereby the County shall provide funding for the Coordinator position from the Local Options portion of the \$65 additional court costs imposed pursuant to §939.185(1)(a), Florida Statutes, on the terms and subject to the conditions set forth herein and in §29.0081, Florida Statutes.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – COUNTY FUNDING OF COURT PERSONNEL

1.1 The County agrees to provide funding for the existing Coordinator position for the Escambia County Veterans Court Program as specified in this Agreement.

1.2 During the term of this Agreement, the County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, for the existing Coordinator position.

ARTICLE II – RESPONSIBILITIES AND SUPERVISION

2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of §440.10, Florida Statutes (workers' compensation) and Chapter 443 (unemployment benefits).

2.2 The Court shall supervise the Coordinator whose employment is funded in part under this agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. §1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapters 447 and 760, Florida Statutes, and §§112.3187, 440.105, and 440.205, Florida Statutes; and fully indemnify the County from any liability under such laws, as authorized by §768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

ARTICLE III – COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached to and incorporated into this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in **Exhibit A**. The County shall mail such invoices to **Cathy White, Director of Case Management, 100 W. Maxwell Street, Pensacola, FL 32502**. Payments will be due and payable within thirty (30) calendar days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail, sufficient for a proper pre and post-audit. Payment will be made pursuant to §215.422, Florida Statutes.

ARTICLE IV – TERM; TERMINATION

4.1 This Agreement, after being properly executed by the parties named herein, shall commence on July 1, 2020, and continue in full force and effect until June 30, 2021, unless another date is agreed to by the parties or upon the expiration of county or state funding for the position. Either party may terminate this Agreement upon sixty (60) days' notice to the other party.

4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to the Court to effect a transition of the funding of the position without disruption.

4.3 Each party shall return to the other party copies of any materials received from the other party.

ARTICLE V – MISCELLANEOUS

5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.

5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502
Telephone No.: 850-595-4947
Facsimile No.: 850-595-4810
Email: JanicePGilley@myescambia.com
ATTN: Janice P. Gilley, County Administrator

If to Court:

The First Judicial Circuit of Florida
190 Governmental Center
Pensacola, FL 32502
ATTN: Kayla Blanchard

Telephone No.: (850) 595-4400
Email: kayla.blanchard@flcourts1.gov
Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party.

5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

5.4. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Escambia County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.

5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.7 The parties shall allow public access to all documents, records, and other materials, subject to the provisions of Chapter 119, Florida Statutes, and Rule 2.420, Florida Rules of Judicial Administration, prepared or received by either party in conjunction with this Agreement. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, or rule 2.420, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

The First Judicial Circuit of Florida ("Court")

By: Rolen Wright
Its: Robin Wright, Trial Court Administrator

Date: 6/30/2020

Escambia County Board of County Commissioners ("County")

By: [Signature]
Its: Steven Barry, Chairman

Date: 6/23/2020

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-02-2020

Trial Court Administrator's Office
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: [Signature]

Date: 6/3/2020
Phone: (850) 595-4405

EXHIBIT "A"

PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$39,520.00
FICA	\$3,023.00
Retirement	\$3,347.00
Life & Health	\$10,000.00
Workers Comp	\$253.00
TOTAL COST	\$56,143.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18363

County Administrator's Report 8. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Approval of Library Services PC Hardware PO with Dell Computing Company

From: TODD HUMBLE, Library Services Director

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Blanket Purchase Order with Dell Marketing LP, in the amount of \$68,500 - Todd Humble, Library Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the State of Florida, Department of Management Services, Contract Number 43211500-WSCA-15-ACS, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Library Services Department, to Dell Marketing LP, in the amount of \$68,500, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number	
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 113-110503-55201	\$62,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021	

Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 113-110503-56401	\$6500	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021	
---	--------	---	--

The IT Department will use this Blanket Order to replace as many of the 11-year-old PC devices as they can. All orders will be placed using our standard hardware catalog.

Escambia County BOCC Standard Hardware Catalog:

Description		New Quote	Quantity
Dell 3070 Mini Std Desktop	I5, 8GB Ram, SSD, 3yr Basic	\$671.80	
Dell 3630 CAD Desktop	I5, 16GB Ram, SSD, 3yr Basic	\$919.99	
Dell 5820 Adv. Workstation	I5, 32GB Ram, SSD, 3yr Basic	\$1,420.31	
Dell 3390 13" 2 in 1 Tablet	I5, 8GB Ram, SSD, 3yr PS+	\$905.22	
Dell 5500 15" Laptop	I5, 8GB Ram, SSD, 3yr Basic	\$958.23	
Dell Tablet Dock	WD 19 90	\$169.99	
Dell 22" Monitor		\$149.99	
Dell 27" Monitor		\$207.89	

[Funding: Fund 113, Library Services-Information Systems, Cost Center 110503, Object Code(s)55201 and 56401]

BACKGROUND:

The Recommendation will be for allocating funds to replace old and aging equipment within Escambia County. The Library Services Department will use this Blanket Order to replace as many of the 11 year old PC devices as possible. All orders will be placed using the standard hardware catalog.

BUDGETARY IMPACT:

The Recommendation will be for allocating \$68,500 towards replacing of old and aging computer equipment within Escambia County.

[Funding: Fund 113, Library Services-Information Systems, Cost Center 110503, Object Code(s)55201 and 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

None due to State of Florida Contract utilization.

PERSONNEL:

Library IT personnel will conduct the equipment replacement.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida. Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Library Services Department will create a Purchase Order with Dell Marketing, LP, and work to replace the old and aging equipment within Escambia County.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18364

County Administrator's Report 8. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Amendment to 5311 FDOT Grant Agreement #G1D39

From: TONYA ELLIS, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment to Grant Agreement G1D39 - 5311 (Non Urbanized) - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning State of Florida Department of Transportation Grant Agreement Amendment, Financial Project Number 521368-3-84-18, Providing Fiscal Year 2019-2020, Section 5311 Non Urbanized Area Formula Program Grant funding to the Mass Transit Department:

A. Approve the Amendment to the Public Transportation Grant Agreement (PTGA), Financial Project Number 421368-3-84-18, providing for a change removing the required 50% local match in funding to zero local match;

B. Adopt the Resolution authorizing the Application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, the Amended PTGA, and all other required documents pertaining to this PTGA without further action of the Board.

Please note Section 19 (j) of the Amended PTGA, which requires the County to waive forum and venue.

[The required 50% match of \$180,271 is removed from any claims against this grant after March 8, 2020]

BACKGROUND:

In accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, under the FTA Emergency Relief Program, currently apportioned Section 5311 funds may be used for expenses related to a declared emergency with an increased federal share of 100%. The Amendment to this PTGA will allow the transit agencies to continue to provide the necessary transportation services safely and efficiently under the current circumstances due to the Coronavirus. Operating expenses incurred beginning

on March 9, 2020, are eligible, including expenses to maintain transit services, as well as paying for administrative leave for transit personnel due to reduce operations during an emergency. All expenses prior to March 8, 2020, will remain at 50%. All expenses from March 9, 2020, to the end of the Contract, will be eligible at 100%.

The original Grant Agreement was for \$360,542, less funding already received through the 2nd quarter of \$61,701.53, leaves a balance of \$237,138.94. Divide by 2 equals \$118,569.47. Taking the original Grant amount of \$360,542, less \$118,569.47, the new cost of the project is \$241,972.53.

BUDGETARY IMPACT:

This action relieves the County of the required 50% match, up to the maximum allowed of \$180,271.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Competitive Grant Application Policy, Section II; A.6.

IMPLEMENTATION/COORDINATION:

Upon Board approval and signature, the Mass Transit Department will coordinate with FDOT staff.

Attachments

Resolution

5311 PTGA Amendment

RESOLUTION NUMBER R2020-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA APPROVING THE AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5311, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to award formula program grants for public transportation projects in rural areas; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, the Florida Department of Transportation ("FDOT") is authorized to receive federal grants for public transportation projects; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, Escambia County is authorized to apply for and accept Public Transportation Grants from the FDOT to receive federal grant funding for public transportation projects; and

WHEREAS, on October 7, 2019, Escambia County and Florida Department of Transportation entered into a *Public Transportation Grant Agreement (Project Number 421368-3-84-18)* providing \$180,271.00 in Section 5311 Non-Urbanized Area grant funds for transit operating costs associated with the Escambia County Mass Transit Operations Budget for FY19/20; and

WHEREAS, the parties have agreed to enter into an Amendment to the Public Transportation Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. The above stated recitals are true and correct and incorporated herein by reference.

Section 2. The Board of County Commissioners approves the *Amendment to the Public Transportation Grant Agreement (Project Number 421368-3-84-18)* between the Florida Department of Transportation and Escambia County providing Section 5311 Non-Urbanized Area grant funds for transit operating assistance associated with Escambia County Area Transit's fixed route included in the Escambia County Mass Transit Operations Budget for FY19/20.

Section 3. The Board hereby authorizes the Chairman to sign the Amendment to the Agreement.

Section 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ **DAY OF** _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By: _____
Deputy Clerk

By/Title: *Kristin D. Hual, SACA*

Date: 08-03-2020

[SEAL]

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DU,LF	FLAIR Category:
421368-3-84-18	Work Activity Code/Function:	215	Object Code:
	Federal Number/Federal Award		Org. Code:
	Identification Number (FAIN) – Transit only:		Vendor Number:
Contract Number: G1D39	Federal Award Date:		Amendment No.:
CFDA Number: 20.509	Agency DUNS Number:	075079673	
CFDA Title: Formula Grants for Rural Areas			
CSFA Number: N/A			
CSFA Title: N/A			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and ECAT (Escambia County Area Transit), ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 10/7/2019 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended In accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, under the FTA Emergency Relief Program, currently apportioned Section 5311 funds may be used for expenses related to a declared emergency with an increased federal share of 100%. The amendment to this PTGA will allow the transit agencies to continue to provide the necessary transportation services safely and efficiently under the current circumstances due to the Coronavirus. Operating expenses incurred beginning on March 9, 2020 are eligible, including expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency. All expenses prior to March 8, 2020 will remain at 50%. All expenses from March 9, 2020 to the end of the contract will be eligible at 100%.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☐ Aviation
 - ☐ Seaports
 - ☒ Transit
 - ☐ Intermodal
 - ☐ Rail Crossing Closure
 - ☐ Match to Direct Federal Funding (Aviation or Transit)
 - ☐ Other

(Note: Section 15 and Exhibit G do not apply to federally matched funding)
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☐ Exhibit A: Project Description and Responsibilities
 - ☐ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

- *Exhibit C: Terms and Conditions of Construction
X Exhibit D: Agency Resolution
— Exhibit E: Program Specific Terms and Conditions
— Exhibit F: Contract Payment Requirements
— *Exhibit G: Financial Assistance (Single Audit Act)
— *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is __increased/ X decreased by \$118,569.47 bringing the revised total cost of the project to \$241,972.53.

The Department's participation is __ increased/ __ decreased by \$0. The Department agrees to participate in the Project cost up to the maximum amount of \$180,271, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY ECAT (Escambia County
Area Transit)

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Steven Barry
Title: Chairman

By: _____
Name: Tim Smith
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Attest: Pam Childers
Clerk of the Circuit Court

Legal Review: _____

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-07-2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18200

County Administrator's Report 8. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Memorandum of Agreement Between The City of Pensacola and Escambia County, Florida for Solid Waste Services

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement Between the City of Pensacola and Escambia County, for Solid Waste Services - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement (MOA), between the City of Pensacola and Escambia County, regarding waste disposal services for a one time only addition of four Neighborhood Clean-up events in the year 2020.

BACKGROUND:

On March 5, 2015, the City and the County entered into an Interlocal Agreement to exchange solid waste services in order to reduce their respective costs and provide essential services. On April 2, 2020, the Interlocal Agreement was amended to change the day of collections from Wednesday to Friday, and to increase the County cleanup area from 600 to 1200 homes for each cleanup.

In an effort to further extend services, both parties have agreed to the one-time occurrence, adding four additional Clean-Up events during the year 2020. The City of Pensacola has requested that compensation for services provided for the four additional clean-ups be in the form of a credit towards COP landfill tip fees.

BUDGETARY IMPACT:

The City of Pensacola (COP) has offered to provide resources available to conduct the additional four events for \$36,800. COP has requested compensation be in the form of a credit toward COP landfill tip fees. The credit for COP landfill tip fees is in exchange for services to perform the four additional clean-up events.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has approved the MOU as to form and legal sufficiency, and has hereto affixed her signature.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The City and County are authorized by Florida Statutes §163.01 et. seq. to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources to provide solid waste services.

IMPLEMENTATION/COORDINATION:

Each cleanup has been coordinated between the agencies and scheduled on the mutually agreeable dates.

Attachments

MOA_KH

Interlocal Agreement_03_05_2015

Amendment to Interlocal_04_02_2020

MEMORANDUM OF AGREEMENT RELATING TO SOLID WASTE SERVICES

THIS MEMORANDUM OF AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County and City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, on or about March 5, 2015, the Parties entered into an Interlocal Agreement for the Exchange of Solid Waste Services whereby the Parties agreed to cooperatively provide collection services for up to ten (10) County neighborhood clean-up events on an annual basis; and

WHEREAS, in accordance with the terms provided herein, the Parties have agreed to conduct four (4) additional neighborhood clean-up events during the current calendar year; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and City agree as follows:

Article 1 **Purpose**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The purpose of this Agreement is to establish the terms and conditions whereby the County and City shall cooperatively conduct four (4) additional Neighborhood Clean-up Events during the current calendar year.

Article 2 **Responsibilities of Parties**

2.1 During the current calendar year, the City shall provide collection services for four (4) additional Neighborhood Clean-up Events (hereinafter referred to collectively as the "Events") within the unincorporated areas of Escambia County. The City will provide collection services for a minimum of 1200 homes per event. Waste collected by the City during the Events will include yard trash and bulky waste but will not include hazardous waste or waste generated as a result of a natural disaster. The waste collected during the Events shall be disposed of by the City at the Escambia County Perdido Landfill facility at no cost to the City.

2.2 Yard trash and bulky waste delivered to the Escambia County Perdido Landfill facility pursuant to this Agreement will not contain any non-conforming materials or excluded waste, including, but not limited to, construction and demolition debris, hazardous materials, wastes, or substances, toxic substances, wastes, or pollutants, contaminants, infectious waste, flammable

substances, explosives, medical waste, radioactive waste, sewage, or other special waste that requires special handling or disposal procedures or has the possibility of adversely affecting the facility. The County has the right, in its sole discretion, to refuse or to reject, at any time, any non-conforming materials or excluded waste delivered to the Escambia County Perdido Landfill facility.

2.3 In exchange for the collection services provided by the City as described in section 2.1, the County agrees to provide the City with a credit in the amount of \$36,800.00 toward the City's landfill tip fees for waste disposal at the Escambia County Perdido Landfill facility. The credit will be applied upon the completion of the Events.

Article 3 **General Provisions**

3.1 Effective Date; Termination. The effective date of this Agreement shall be on the date last executed by the Parties. Either Party may terminate this Agreement without cause upon providing fourteen (14) calendar days prior written notice to the non-terminating Party. If the Agreement is terminated before completing the Events, the City will receive a credit toward the City's landfill tip fees in a prorated amount of \$9,200 per event performed in excess of ten (10) pursuant to this Agreement prior to the date of termination.

3.2 Liability. The Parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other Party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

3.3 Records: The Parties acknowledge that this agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this agreement.

3.4 Assignment: This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by either Party without prior written consent.

3.5 All Prior Agreements Superseded:

a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.6 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival: All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this Agreement shall survive it.

3.8 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

3.9 Interpretation: For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If either Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other Party and request clarification of its interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

3.10 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

3.11 Further Documents: The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.12 Notices: All notices required by the Agreement to be given by one Party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

COUNTY

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

CITY

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this section.

3.13 No Waiver: The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation

By: _____
Grover C. Robinson, IV, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

Approved as to form and execution:

By: _____
City Attorney

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 07-30-2020

3-5-15 CART-5 **INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA
AND ESCAMBIA COUNTY, FLORIDA FOR EXCHANGE OF SOLID
WASTE SERVICES.**

THIS AGREEMENT made and entered into on this 5th day of March 2015, by and between the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City") with the address of 222 West Main Street, Pensacola, Florida 32502 and Escambia County, Florida, a political subdivision of the State of Florida with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, both the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the City and County are authorized by Florida Statutes §163.01 et. seq. to enter into interlocal agreements and thereby cooperatively utilize their powers and resources to provide solid waste services; and

WHEREAS, the City and County desire to exchange solid waste services in order to reduce their respective costs and provide essential services in the most cost effective manner possible.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND OF THE MUTUAL BENEFITS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE CITY AND COUNTY AGREE AS FOLLOWS:

ARTICLE 1
Purpose

1.1 **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 **Purpose.** This Agreement provides for a cooperative venture between the City and County that allows the City to provide neighborhood cleanup collection services in County neighborhoods for no cost to the County in exchange for the County providing disposal of City yard trash for no cost to the City.

ARTICLE 2
NEIGHBORHOOD CLEANUPS and YARD TRASH DISPOSAL

2.1 The parties agree the City shall provide collection service for up to ten (10) County neighborhood cleanups annually, provided that each cleanup is coordinated between agencies and scheduled on mutually agreeable dates. Generally these

Verified By: *K. McCord*

Date: *3-9-15*

cleanups will be scheduled on Wednesdays during the months of January through October. The County cleanup area shall not exceed 600 homes for each cleanup. Waste collected by the City during the cleanup shall include yard trash and bulky waste but shall exclude hazardous waste or waste generated as a result of a natural disaster. The County neighborhood cleanup waste collected by the City shall be disposed of by the City at the County Perdido Landfill, at no cost to the City.

2.2 The parties agree, in exchange for the neighborhood cleanup services provided by the City as described in section 2.1, the City may dispose of all yard trash generated within the City limits and collected by the City as part of the City's sanitation collection service at the County Perdido Landfill at no cost to the City. All yard trash delivered to the County Perdido Landfill under this agreement may not contain any non-conforming materials or excluded waste, including, but not limited to, construction and demolition debris, hazardous materials, wastes or substances, toxic substances, wastes or pollutants, contaminants, infectious waste, flammable substances, explosives, medical waste, radioactive waste, sewage, or other special waste that requires special handling or disposal procedures or has the possibility of adversely affecting the facility. County has the right, in its sole discretion, to refuse, or to reject at any time, any non-conforming materials or excluded waste delivered to the County Perdido Landfill.

2.3 This Agreement shall bind the parties upon execution of the Agreement and shall continue for five (5) years, from the date of this Agreement and will automatically renew for additional, successive twelve (12) month periods until terminated by either party.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 Liability and Insurance. Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 Termination. The Agreement may be terminated by either party for cause, or for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination.

3.3 Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.6 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.7 Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provision of this Agreement.

3.8 No Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.9 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

To the County

Jack R. Brown
County Administrator
Escambia County
221 South Palafox Place
Pensacola, Florida 32502

To the City

Ashton J. Hayward, III
Mayor
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

Approved as to form and legal
sufficiency.

By/Title: [Signature]

Date: 1/28/15

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: [Signature]

Steven Barry, Chairman

Date: 3/5/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved 03-05-2015



CITY:

The City of Pensacola, a Florida Municipal Corporation, acting by and through its duly authorized City Council.

By: [Signature]

Ashton J. Hayward, III, Mayor, or designee,
Richard Barker, Jr., Interim City Administrator
and Chief Financial Officer

Date: _____

ATTEST:

By: [Signature]

City Clerk

**Escambia County
Clerk's Original**

4/12/2020 CAR-2

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
PENSACOLA AND ESCAMBIA COUNTY, FLORIDA FOR EXCHANGE OF
SOLID WASTE SERVICES**

THIS AMENDMENT TO THE AGREEMENT is entered into by and between Escambia County, a political subdivision of the State of Florida, with an administrative address of 221 Palafox Place, Suite 420, Pensacola, FL 32502 (hereinafter referred to as the "County"), and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, on or about March 5, 2010, the County and City entered into an Interlocal Agreement providing for the exchange of solid waste services (hereinafter referred to as the "Interlocal Agreement"); and

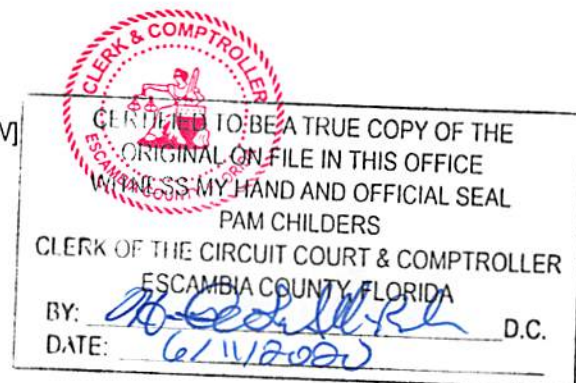
WHEREAS, the County and City find it in the best interest of the public to amend the Interlocal Agreement as provided herein.

NOW THEREFORE, it is mutually agreed that the County and City enter into this Amendment to the Interlocal Agreement subject to the terms and conditions recited below:

1. The foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. Paragraph 2.1 of the Interlocal Agreement is hereby amended as follows:

The parties agree the City shall provide collection service for up to ten (10) County neighborhood cleanups annually, provided that each cleanup is coordinated between agencies and scheduled on mutually agreeable dates. Generally, these cleanups will be scheduled on Wednesdays Fridays during the months of January through October. The County cleanup area shall not exceed 600 1200 homes for each cleanup. The County neighborhood cleanup waste collected by the City shall be disposed of by the City at the County Perdido landfill at no cost to the City.
3. The parties hereby agree that all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.
4. The Interlocal Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.
5. This Amendment to the Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

[SIGNATURE PAGE TO FOLLOW]

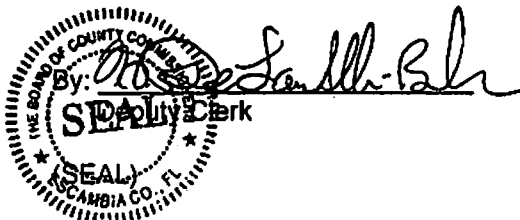


IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Interlocal Agreement on the respective dates, under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: [Signature]
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court



Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SAC

Date: 03-24-2020

ATTEST:

By: [Signature]
City Clerk

Date: 4/8/2020

BCC APPROVED: 4/12/2020

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: [Signature]
Grover C. Robinson, IV, Mayor

Date: 6-3-20



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18374

County Administrator's Report 8. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Exercising the First of Two Possible Renewals for PD 18-19.035, Livestock Collection and Boarding Services

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Exercising the First of Two Possible Renewals for PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract - John Robinson, Division Manager, Animal Services thru Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the utilization the first of two possible one-year renewal periods for an Indefinite Quantity, Indefinite Delivery Agreement between Escambia County, Florida, and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract, to be effective September 18, 2020, for an estimated annual amount of \$30,000; and

B. Authorize the continuation of the Livestock Collection Truck and Trailer Agreement between Escambia County, Florida, and Josh Weekley, per the terms and conditions of PD 18-19.35, Re-Solicitation Livestock Collection and Boarding Services Contract, for the lease of a 2012 Chevrolet 3500 Truck, VIN 1GC4KZCG5CF231471, for a fee of \$1.00 per year.

Vendor	Funding	Amount	Contract Number
Josh Weekley	Fund 101, Animal Control Fund; Cost Center 250207, Animal Control Enforcement; Object Code 53401, Other Contractual Services	\$30,000	PD 18-19.035

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Fully Executed Agreement for Livestock Collection and Boarding Services with Exhibit A
- Original Fully Executed Agreement for Livestock Collection Truck and Trailer Lease
- Original Board Award

BACKGROUND:

PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract, was advertised on March 18, 2019. Josh Weekley was the only response and was responsive to the bid documents.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract Number
Josh Weekley	Fund 101, Animal Control Fund; Cost Center 250207, Animal Control Enforcement; Object Code 53401, Other Contractual Services	\$30,000	PD 18-19.035

LEGAL CONSIDERATIONS/SIGN-OFF:

The original Agreements were prepared by Kia Johnson, Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will notify the vendor of the renewal. The Animal Control Department will have administrative oversight of the Agreements.

Attachments

Solicitation

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BID

**PD 18-19.035 RE-SOLICITATION LIVESTOCK COLLECTION AND BOARDING SERVICES
CONTRACT**

SPECIFICATION NUMBER PD 18-19.035

BIDS WILL BE RECEIVED UNTIL 2:00 p.m., CST, April 2, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Paul R. Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: prnobles@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-SOLICITATION LIVESTOCK COLLECTION AND BOARDING SERVICES CONTRACT
SPECIFICATION PD 18-19.035**

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

**This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.**

**RE-SOLICITATION LIVESTOCK COLLECTION AND BOARDING SERVICES CONTRACT
PD 18-19.035**

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10
Exhibit "A" Chapter 588 Legal Fences and Livestock at Large	20

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Paul R. Nobles

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone: 850-595-4918

Invitation to Bid

**Re-Solicitation Livestock Collection and
Boarding Services Contract**

Solicitation Number PD 18-19.035

Solicitation

MAILING DATE: 01/07/2019

PRE-SOLICITATION CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, April 2, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:

**Terms of Payment
See Special Terms and
Conditions Item #8**

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

*

Signature of Person Authorized to Sign Offer
(Original Signature Required)

*** Failure to execute this Form binding
the Bidder's offer shall result in the Bid
being rejected as non-responsive.**

Bid Form

Bid Item	Description	Bid Amount per Time Period
Item #1	Monthly Stipend	Per Month
Item #2	Boarding Fee for Small Livestock (goats, sheep, pigs, hogs, etc.)	Per Day
Item #3	Boarding Fee for Large Livestock (cows, horses, mules, donkeys, etc.)	Per Day
Item #4	Stud Horses	Per Day

Qualifying

1. Livestock Holding Location:

Provide a written description of facilities and pictures to backup the description

2. Provide the following information and copies of the documents:

- a. Drivers License Number

- b. Florida Department of State Certificate of Authority Document Number, if applicable

- c. Occupational License No.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (**Sec. 46-110.-Local Preference in Bidding**).
Yes ____ No ____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate
of Authority Document Number

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____. Personally known _____

OR produced identification _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

Is this a Florida Corporation: (Please Circle One)
Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

**The following General Terms and Conditions are incorporated by reference
(Continued)**

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.035, “Re-Solicitation Livestock Collection and Boarding Services Contract”, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

The Animal Control Department of Escambia County is seeking qualified contractors to perform the service of collecting, restraining, and transporting livestock for the County that are found to be roaming at-large or are taken into custody as part of an animal cruelty investigation. The Contractor shall also agree to board animals until further disposition at the agreed upon daily rate for the particular type of animal. The Contractor agrees to properly house and care for all impounded animals as described in this Scope of Work.

The Contractor may be contacted by Escambia County Animal Control or Escambia County Sheriff's Office (ECSO) to request service.

The awarded Contractor will:

- A. Provide appropriate feeding and medical care for the animals, taking into consideration that some may have medical issues created by abuse or neglect.
- B. Remove all deceased livestock and large animals from public right-of-ways upon receiving notification from Escambia County Animal Control or ECSO, and make arrangements for disposal.
- C. Provide prompt and timely response to calls for service.

- D. Provide assistance to the County regarding the placement of unclaimed animals with rescue organizations or adopters. Once the Contractor is provided authorization from the County for an individual or group to take possession of an animal(s), the Contractor can release the animal(s) to those specified by the County. In the event that livestock is to be sold at public sale or auction, the Contractor will provide assistance in conducting the sale as directed by the County, Animal Control, and/or ECSO. The Contractor will transport animals to the nearest livestock sale and request that all proceeds for the sale are paid to the County with appropriate paperwork accompanying payment. The paperwork should include the Animal ID Number, description, to whom it was sold, and the price.
- E. Lease a County truck and livestock trailer for **one dollar (\$1.00) per year**. This equipment will be kept on a County lot closest to the Contractor. The County requires that the Contractor carry the County Required Insurance.

The awarded Contractor shall:

- A. Maintain impounded and boarded livestock within Escambia County, Florida.
- B. The area where the animals are to be boarded must be large enough to maintain up to 20 large animals (Horse, Cattle, etc.) in the event of a large confiscation.
- C. The livestock officer should reside in Escambia or Santa Rosa County to be able to respond in a timely manner.
- D. The vehicle provided by Escambia County must remain in Escambia County unless properly authorized for out of County travel.
- E. Obtain approval from the County for veterinary services or other services not covered in this solicitation. In the event of an emergency, the Contractor will notify the County of any expenses with twenty-four (24) hours.
- F. Be available at all times (or their Designee) twenty-four (24) hours per day, seven (7) days per week.
- G. The Contractor shall provide contact information for themselves and any Designee to both the County, Animal Control, and ECSO. The Contractor will provide prompt and timely response to calls for service.
- H. Provide a monthly report to County Animal Control regarding impounded and boarded livestock.
 - a. Description of animal, including brand, if any, tattoo, or other identifiable characteristics;
 - b. Where and when found;
 - c. Where impounded;
 - d. If unclaimed, the date transferred to the public livestock market and/or the date of the public sale; and

- e. Records of all expenses incurred in impounding the animal, the purpose of which is to enable recovery of the same as authorized by law, in the event said animal is either sold at public sale or claimed by the lawful owner thereof.

3. Contractor Qualifications

The Contractor shall:

- A. Be experienced in the safe handling and care of a variety of livestock.
- B. Be able to recognize common medical concerns in the animals and ensure that any issues are addressed.
- C. Have an understanding of livestock sales and auctions.
- D. Have the appropriate Florida Driver's License and be able to safely operate a large truck and trailer.
- E. Have proper land, shelter, and housing to board the animals.
- F. Be able to provide the necessary care for all boarded animals on a daily basis.
- G. Be able to reasonably perform the duties of this contract and is expected to be available for on-call service at all times, twenty-four (24) hours per day, seven (7) days per week.

4. Procurement Questions

Questions shall be directed to Paul R. Nobles, Purchasing Manager, at prnobles@myescambia.com. Last day for questions will be March 26, 2019 at 5:00 p.m. CST.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures, in indelible ink, signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Safety Regulations

Equipment shall meet all state and federal safety regulations.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

9. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- A. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. **Pricing**

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

11. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

12. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

13. Award

Award shall be made on an "item-by-item" basis.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

16. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

17. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

F. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Paul R. Nobles, Purchasing Manager
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

CHAPTER 588

LEGAL FENCES AND LIVESTOCK AT LARGE

- 588.01 Requirements of general fence.
- 588.011 Legal fence; requirements.
- 588.09 Legally enclosed land; fenced and posted.
- 588.10 Posted notices; requirement.
- 588.11 Owner to maintain fences and notices.
- 588.12 Livestock at large; legislative findings.
- 588.13 Definitions.
- 588.15 Liability of owner.
- 588.16 Authority to impound livestock running at large or strays.
- 588.17 Disposition of impounded livestock.
- 588.18 Livestock at large; fees.
- 588.19 Failure to secure purchaser or insufficient funds to defray certain costs.
- 588.20 Report of sale and disposition of proceeds.
- 588.21 Duty of commissioners to provide places for impounding of livestock and transportation of same.
- 588.22 Duty of impounder.
- 588.23 Right of owner.
- 588.24 Penalty.
- 588.25 Application; limitation.

588.01 Requirements of general fence.—All fences or enclosures of land shall be substantially constructed, whether with rails, logs, post and railing, iron, steel, or other material, and not less than 5 feet high; to the extent of 2 feet from the ground there shall not be a space between the material used in the construction of any fence greater than 4 inches; provided, that when any fence or enclosure shall be made with a trench or a ditch, the same shall be 4 feet wide; and in that case the fence shall be 5 feet high from the bottom of the ditch to the top of the fence.

History.—RS 875; s. 1, ch. 5038, 1901; GS 1233; RGS 2364; CGL 3773.

588.011 Legal fence; requirements.—

(1) Any fence or enclosure at least 3 feet in height made of barbed or other soft wire consisting of not less than three strands of wire stretched securely on posts, trees, or other supports, standing not more than 20 feet apart; or when using battens, up to 60 feet apart for nonelectric and 150 feet apart for electric, if constructed with high tensile wire in accordance with the manufacturer's specifications, shall be considered as a legal fence.

(2) Any fence or enclosure made of any other material which meets substantially the minimum requirements or specifications mentioned in subsection (1) shall be considered as a legal fence.

(3) Legal fences may include gateways or openings therein provided:

(a) That any such gateways shall be equipped with gates which are so constructed as to meet the minimum requirements or specifications of a legal fence; or

(b) That any such opening shall be equipped with a cattle or livestock guard at least 6 feet in width extending to each end of the opening.

(4) The requirements of s. 588.01, shall constitute and be a legal fence to prevent the intrusion of swine where the running at large of swine is not prohibited by law.

History.—ss. 1, 2, 3, 8, ch. 25357, 1949; s. 14, ch. 99-391.

588.09 Legally enclosed land; fenced and posted.—

(1) Land shall be legally enclosed land, or posted land, when enclosed by a legal fence, and when there shall be placed along the boundary of said land in the manner herein provided posted notices to the public; provided that it shall not be necessary to erect any fence along any portion of the boundaries of the land formed by any ocean, gulf, bay, river, creek, or lake.

(2) The fences, enclosures, and the posted notices, when erected, placed, and maintained as herein required shall be notice to the public that the land enclosed thereby is private property upon which unauthorized entry for any purpose is prohibited and shall constitute a warning to unauthorized persons to remain off of or to depart from said land.

History.—ss. 4, 6, ch. 25357, 1949.

588.10 Posted notices; requirement.—Posted notices to the public as required by s. 588.09 shall be signs upon which there shall appear prominently, in letters of not less than 2 inches in height, the word “posted,” and in addition thereto there shall appear the name of the owner, lessee, or occupant of said land. Said posted notices shall be placed along, on, or close within the boundaries of any legally enclosed or posted land in a manner and in such position as to be clearly noticeable from the outside of the enclosure, and said notices shall be placed not farther than 500 feet apart along, and at each corner, of the boundaries of the land, and also at each gateway or opening of the fence enclosing the same. Said notices shall be placed along all boundaries formed by the waters mentioned herein on trees or posts close to the banks of said waters in position so as they may be noticeable to persons approaching the boundary formed by said waters.

History.—s. 5, ch. 25357, 1949.

588.11 Owner to maintain fences and notices.—The owner of legally enclosed land shall maintain in reasonable good condition the fence or enclosure around such land and shall maintain in legible condition any and all posted notices as required by ss. 588.09, 588.10, but a substantial or reasonably effective compliance with the provisions of ss. 588.011, 588.09, 588.10, disregarding minor or inconsequential differences in the size, shape, or condition thereof, shall be sufficient for the purpose of evidencing the legal enclosure of said land.

History.—s. 7, ch. 25357, 1949.

588.12 Livestock at large; legislative findings.—There is hereby found and declared a necessity for a statewide livestock law embracing all lands of the state and necessity that its application be uniform throughout the state, except as hereinafter provided.

History.—s. 1, ch. 25236, 1949; s. 30, ch. 99-391.

588.13 Definitions.—In construing ss. 588.12-588.25 the following words, phrases, or terms shall be held to mean:

(1) “Livestock” shall include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

(2) “Owner” shall include any person, association, firm, or corporation, natural or artificial, owning or having custody of or in charge of livestock.

(3) Livestock “running at large” or “straying” shall mean any livestock found or being on any public land, or land belonging to a person other than the owner of the livestock, without the landowner’s permission, and posing a threat to public safety.

(4) “Public roads” as used herein shall mean those roads within the state which are, or may be, maintained by the state, a political subdivision of the state, or a municipality, including the full width of the right-of-way, except those maintained, and expressly exempted from provisions of this chapter, by ordinance of the county or municipality having jurisdiction.

History.—s. 2, ch. 25236, 1949; ss. 23, 35, ch. 69-106; s. 1, ch. 77-200; s. 230, ch. 79-400; s. 3, ch. 92-206; s. 31, ch. 99-391.

588.15 Liability of owner.—Every owner of livestock who intentionally, willfully, carelessly, or negligently suffers or permits such livestock to run at large upon or stray upon the public roads of this state shall be liable in damages for all injury and property damage sustained by any person by reason thereof.

History.—s. 4, ch. 25236, 1949.

588.16 Authority to impound livestock running at large or strays.—It shall be the duty of the sheriff or her or his deputies or designees, or any other law enforcement officer of the county, the county animal control center, or state highway patrol officers, where livestock is found to be running at large or straying, to take up, confine, hold, and impound any such livestock, to be disposed of as hereinafter provided.

History.—s. 5, ch. 25236, 1949; s. 2, ch. 77-200; s. 944, ch. 97-103; s. 33, ch. 99-391.

588.17 Disposition of impounded livestock.—

(1) Upon the impounding of any livestock by the sheriff or his or her deputies or designees, or any other law enforcement officers of the county, the county animal control center, or state highway patrol officers, the sheriff shall forthwith serve written notice upon the owner, advising such owner of the location or place where the livestock is being held and impounded, of the amount due by reason of such impounding, and that unless such livestock be redeemed within 3 days from date thereof that the same shall be offered for sale.

(2) In the event the owner of such livestock is unknown or cannot be found, service upon the owner shall be obtained by once publishing a notice in a newspaper of general circulation where the livestock is impounded (Sundays and holidays excluded). If there be no such newspaper then by posting of the notice at the courthouse door and at two other conspicuous places within said county.

Such notice shall be in substantially the following form:

“To Whom It May Concern:

You are hereby notified that the following described livestock (giving full and accurate description of same, including marks and brands) is now impounded at (giving location where livestock is impounded) and the amount due by reason of such impounding is dollars. The above described livestock will, unless redeemed within 3 days from date hereof, be offered for sale at public auction to the highest and best bidder for cash.

(Date) (Sheriff) of County, Florida”

(3) Unless the impounded livestock is redeemed within 3 days from date of notice, the sheriff shall forthwith give notice of sale thereof which shall be held not less than 5 days nor more than 10 days (excluding Sundays and holidays) from the first publication of the notice of sale. Said notice of sale shall be published in a newspaper of general circulation in the said county (excluding Sundays and holidays) and by posting a copy of such notice at the courthouse door. If there be no such newspaper then by posting such copy at the courthouse door and at two other conspicuous places in said county.

Such notice of sale shall be in substantially the following form:

“ (Name of owner, if known, otherwise ‘To Whom It May Concern’) you are hereby notified that I will offer for sale and sell at public sale to the highest and best bidder for cash the following described livestock (giving full and accurate description of each head of livestock) at o’clock, m. (the hour of sale to be between 11 a.m. and 2 p.m. Eastern Standard Time) on the day of at the following place (which place shall be where the livestock is impounded or at the place provided by the county commissioners for the taking up and keeping of such livestock) to satisfy a claim in the sum of for fees, expenses for feeding and care and costs hereof.

(Date) (Sheriff) of County, Florida”

(4) Notwithstanding the requirements of subsections (1)-(3), the sheriff or the county animal control center may offer for adoption or humanely dispose of stray livestock, excluding cattle. If the livestock is to be offered for adoption or humanely disposed of, the sheriff or the county animal control center shall:

(a) Provide written notice to the owner, if known, advising the owner of the location where the livestock is impounded and of the amount due by reason of the impounding, and that unless the livestock is redeemed within a timeframe to be established by the sheriff or the county animal control center, which shall be a period of at least 3 business days, the livestock will be offered for adoption or humanely disposed of; or

(b) If the owner is unknown or cannot be located, obtain service upon the owner by publishing a notice on the sheriff’s or the county animal control center’s website. If the livestock is not redeemed within a timeframe to be established by the authorized agency, which shall be a period of at least 3 business days, the livestock will be offered for adoption or humanely disposed of.

History.—s. 6, ch. 25236, 1949; s. 3, ch. 77-200; s. 945, ch. 97-103; s. 34, ch. 99-391; s. 1, ch. 2015-18.

588.18 Livestock at large; fees.—The fees allowed for impounding, serving notice, care and feeding, advertising, and disposing of impounded animals shall be determined by the sheriff or the county animal control center of each county. Damages done by the sheriff or the county animal control center in pursuit or in the capture, handling, or care of the livestock are the sole responsibility of the sheriff or the county animal control center.

History.—s. 7, ch. 25236, 1949; s. 1, ch. 74-54; s. 1, ch. 83-90; s. 35, ch. 99-391; s. 2, ch. 2015-18.

588.19 Failure to secure purchaser or insufficient funds to defray certain costs.—If there be no bidder for such livestock at the sale aforesaid, and the sheriff has been unable to locate the owner through the notice procedures described in this chapter, the sheriff shall sell the livestock at the nearest livestock auction yard. The proceeds from the sale shall be used to reimburse the expenses incurred in capturing, maintaining, and selling the livestock and in attempting to locate the owner. Any money remaining after all expenses are paid shall be given to the owner of the livestock, if known. In the alternative, the sheriff may deliver the carcass to a public institution of the county, state, or municipality within said county or to any private charitable institution, in the order herein set forth, according to their needs.

History.—s. 8, ch. 25236, 1949; s. 4, ch. 77-200; s. 946, ch. 97-103; s. 36, ch. 99-391.

588.20 Report of sale and disposition of proceeds.—

(1) The sheriff, upon making a sale or other disposal as herein provided, shall forthwith make a written return thereof to the clerk of the circuit court of such county, with a full and accurate description of the livestock sold or disposed of by her or him, to whom, and the sale price thereof, which report shall be filed by said clerk.

(2) At the time of making her or his return the sheriff shall pay over to the clerk of the circuit court the entire proceeds of the sale.

(3) The clerk of the circuit court shall pay all costs and fees as allowed in s. 588.18 if there be any balance remaining, such balance shall be paid to the owner of such livestock, provided the owner shall make satisfactory proof of ownership to the board of county commissioners within 90 days from the date the sheriff reports the sale. If proof of ownership, as aforesaid, be not made within the time mentioned, the clerk shall pay such proceeds into the fine and forfeiture fund of said county. The clerk shall keep a permanent record of all sales, disbursements, and distributions made under ss. 588.12-588.25.

(4) If the amount realized from the sale or other disposition of the animal is insufficient to pay all fees, costs and expenses as provided in ss. 588.12-588.25, the deficit shall be paid by the county from its fine and forfeiture fund.

History.—s. 9, ch. 25236, 1949; s. 947, ch. 97-103.

588.21 Duty of commissioners to provide places for impounding of livestock and transportation of same.—The county commissioners of the several counties of Florida shall establish and maintain pounds or suitable places for the keeping of any livestock taken up and impounded hereunder until the same shall be sold, redeemed, or otherwise disposed of, which pounds or other suitable places may be a part of or operated in conjunction with a county animal control center. In any case, such county commissioners shall provide truck transportation for the impounded animals.

History.—s. 10, ch. 25236, 1949; s. 5, ch. 77-200.

588.22 Duty of impounder.—The sheriff or county animal control center, whichever is designated by the board of county commissioners, shall provide feed for the impounded animals and see that such livestock shall have feed and water not less than twice a day and that all milk cows and milk goats are milked twice a day. The sheriff or county animal control center shall employ poundmasters, guards, or other persons as may be necessary to protect, feed, care for, and have custody of, the impounded animals and the sheriff or county animal control center shall be entitled to the fees herein allowed for such feed and care.

History.—s. 11, ch. 25236, 1949; s. 6, ch. 77-200.

588.23 Right of owner.—The owner of any impounded livestock has the right at any time before the disposition thereof to redeem the livestock by paying to the sheriff or the county animal control center all impounding expenses, including fees, keeping charges, advertising, or other costs incurred therewith which sum shall be deposited by the sheriff or the county animal control center with the clerk of the circuit court who shall pay all fees and costs as allowed in s. 588.18. If there is a dispute as to the amount of such costs and expenses, the owner may give bond with sufficient sureties to be approved by the sheriff or the county animal control center, in an amount to be determined by the sheriff or the county animal control center, but not exceeding the fair cash value of such livestock, conditioned to pay such costs and damages; thereafter, within 10 days, the owner shall institute suit in equity to have the damage adjudicated by a court of equity or referred to a jury if requested by either party to such suit.

History.—s. 12, ch. 25236, 1949; s. 3, ch. 2015-18.

588.24 Penalty.—Any owner of livestock who unlawfully, intentionally, knowingly or negligently permits the same to run at large or stray upon the public roads of this state or any person who shall release livestock, after being impounded, without authority of the impounder, shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 13, ch. 25236, 1949; s. 612, ch. 71-136.

588.25 Application; limitation.—The provisions of ss. 588.12-588.25 shall not apply to counties having special laws or general laws of local application requiring the confinement and restraint of livestock; provided, however, where the provisions of such special laws or general laws of local application do not prohibit livestock from running upon or straying upon the public highways, or the provisions of such special laws or general laws of local application do not provide for liability of owners of livestock for damages and injuries caused by such livestock, or provide less severe penalties than imposed by s. 588.24, the provisions of this act shall apply in each such case as if the provisions hereof were inserted in full in any such special law or general law of local application. Provided, further, that if any such special law or general law of local application is found unconstitutional or in any way inoperative, then this act shall be in full force and effect in the county, or counties, affected.

History.—s. 14, ch. 25236, 1949.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18430

County Administrator's Report 8. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Purchase Order for Annual Office365 Subscription Renewal for Court Administration

From: Kayla McCleery, Administrative Services Manager

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for the Annual Office365 Subscription Renewal for Court Administration - Kayla Blanchard, Administrative Services Manager

That the Board authorize the issuance of a Purchase Order to SHI International Corp., in the amount of \$44,360, for the annual renewal of Office365 for judges, judicial assistants, and trial court administration staff within the First Judicial Circuit. All quoted pricing is pursuant to Florida State Contract #43230000-15-02.

[Funding: Fund 115, Article V Court Administration, Cost Centers 410503, 410515, 410516, 410517, Object Code 53401]

COST CENTERS/OBJECT CODE - 0365 SUBSCRIPTION CONTRACTUAL SERVICE	AMOUNT
410503/53401 (102) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$20,750.88
410503/53401 (102) CoreCALBridge0365 ALNG SubsVL MVL	\$1,872.72
410515/53401 (31) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$6,306.64
410515/53401 (31) CoreCALBridge0365 ALNG SubsVL MVL	\$569.16
410516/53401 (54) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$10,985.76
410516/53401 (54) CoreCALBridge0365 ALNG SubsVL MVL	\$991.44
410517/53401 (13) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$2,644.72
410517/53401 (13) CoreCALBridge0365 ALNG SubsVL MVL	\$238.68
TOTAL	\$44,360.00

BACKGROUND:

SHI International Corp. is the current provider of licensing and maintenance support for the Office365 system. The quoted licensing is pursuant to state term Contract 43230000-15-02.

BUDGETARY IMPACT:

No budgetary impact to the Escambia County General Fund. Funding: Fund 115, Article V Court Administration, Cost Centers 410503, 410515, 410516, 410517, Object Code 53401.

COST CENTERS/OBJECT CODE - 0365 SUBSCRIPTION CONTRACTUAL SERVICE	AMOUNT
410503/53401 (102) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$20,750.88
410503/53401 (102) CoreCALBridge0365 ALNG SubsVL MVL	\$1,872.72
410515/53401 (31) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$6,306.64
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410517/53401 (13) 0365E3 SHrdSvr ALNGVL SubsVL MVL	\$2,644.72
410517/53401 (13) CoreCALBridge0365 ALNG SubsVL MVL	\$238.68
TOTAL	\$44,360.00

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Office of the Trial Court Administrator will distribute the Purchase Order.

Attachments

SHI Quote



Pricing Proposal
Quotation #: 19192999
Created On: 7/27/2020
Valid Until: 8/26/2020

FIRST JUDICIAL CIRCUIT

Patt Ormerod

190 Governmental Center Ste. 54001
Information Technology Operations
A/P
Pensacola, FL 32502
United States
Phone: (850) 595-4406
Fax:
Email: patt.ormerod@flcourts1.gov

Inside Account Manager

Bret Santucci

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Bret_Santucci@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365E3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 9/1/2020 – 8/31/2021 Note: Annual Payment - Year 1 of 3	200	\$203.44	\$40,688.00
2 CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 9/1/2020 – 8/31/2021 Note: Annual Payment - Year 1 of 3	200	\$18.36	\$3,672.00
Total			\$44,360.00

Additional Comments

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

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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

Description - O365 Subscription Volume Licensing Contractual Service

410503/53401	(102) O365E3 ShrdSvr ALNGVL SubsVL MVL - \$203.44 each	\$20,750.88
410503/53401	(102) CoreCALBridgeO365 ALNG SubsVL MVL - \$18.36 each	\$1,872.72
410515/53401	(31) O365E3 ShrdSvr ALNGVL SubsVL MVL - \$203.44 each	\$6,306.64
410515/53401	(31) CoreCALBridgeO365 ALNG SubsVL MVL - \$18.36 each	\$569.16
410516/53401	(54) O365E3 ShrdSvr ALNGVL SubsVL MVL - \$203.44 each	\$10,985.76
410516/53401	(54) CoreCALBridgeO365 ALNG SubsVL MVL - \$18.36 each	\$991.44
410517/53401	(13) O365E3 ShrdSvr ALNGVL SubsVL MVL - \$203.44 each	\$2,644.72
410517/53401	(13) CoreCALBridgeO365 ALNG SubsVL MVL - \$18.36 each	\$238.68

TOTAL \$44,360



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18433

County Administrator's Report 8. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Purchase of Equipment for the Public Works Department

From: Wes Moreno, Director, Public Works

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Equipment for the Public Works Department - Wes Moreno, Public Works Department Director

That the Board approve the use of funds (\$713,000) realized from truck and equipment auctions to purchase new equipment for use in the maintenance of the County's rights-of-way, holding ponds, recycling operations, and Emergency fleet.

BACKGROUND:

Public Works participated in two truck and equipment auctions in which equipment/trucks were auctioned off that were aged, inoperable, or that had a high maintenance cost. The Department realized \$713,000 in proceeds between the two auctions. Public Works plans to utilize these funds to purchase the following equipment:

- Vermeer Trommel Screener, \$330,655.00, to replace the 2010 Vermeer Trommel Screener used daily;
- Two PC78 MR Excavators, \$234,600.00, to replace inoperable 2008 Excavators used daily;
- T66 Bobcat Track Loader with Cutter Head, \$61,697.26, to replace an inoperable 2002 Abbi Slope Mower for mowing holding ponds;
- Two Scag Zero Turn Mowers, \$23,230.40, to replace two inoperable 2011 Scag Zero Turn Mowers used daily;
- Four Flail Mower Attachments, \$47,951.24, for existing mini excavators to aid in mowing slopes and ponds;
- A/C Freon Recovery Machine, \$3,466.34, to replace our inoperable 2002 Freon Recovery Machine; and
- Cummins Insight and Navistar Diagnostic Suite \$9,000.00 is needed for repair of our current Fire, EMS and other equipment.

Total \$710,600.24

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust, Cost Center 310000, Object Code 364002 in the amount of \$713,090 to be transferred from Revenue (auction funds) to Fund 175, Transportation Trust, Cost Center 260102, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are needed to execute this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Capital Requests

Request Number

Date Rec.

Date Forward

Approved

Disapproved

9

Amount

Project Number**Cost Center****Account Code**

310000

364002

713,090

Sale of Equipment

• _____

713,090

Total

Amount

Project Number**Cost Center****Account Code**

#

260102

56401

713,090

Machinery and Equipment

machinery, and

[illegible][illegible][illegible]

713,090

Total

Detailed Justification:

Transfer of funds from Revenue (auction funds) to purchase equipment

Director Administrative Services

Director Administrative Services

OMB Analyst



TRACTOR & EQUIPMENT Company



9036 Pine Forest Rd. Pensacola, FL 32534
(850)505-0550 · FAX (850)505-0551

8/3/2020

Escambia County
Cantonment, FL

Subject: Mini Excavator Quotation

Thank you for the opportunity to submit the following quotation for your consideration.

One (1) new Komatsu PC78MR-10 Excavator equipped as follows:

Komatsu SAA4D95LE, NET 65.5HP, 4 Cylinder, direct injection, Turbo Charged, Tier 4 final
Air, heat, defroster, Pressurized cab
Air suspension seat,
Rear view Camera
Large LCD High Resolution Color Monitor
Monitor panel with EMMS (equipment management monitoring system)
AM/FM Radio
Pilot Proportional (2) lever control pattern-Selector Valve (SAE/ISO)
Closed Center Load sensing Hydraulics
Hydrostatic Drive, 2 speed travel
Hydraulic Track Adjusters
18" Triple Grouser Steel Tracks
Standard Blade Assembly
24" Bucket
Manual Coupler
Oiler Lube System
Mower

Komatsu Care 3 yr or 2,000 hour preventive maintenance service-(oil, filter, oil samples)
KOMTRAX 4.0 Equipment Monitoring System-
And all other standard equipment-

Machine price 42" Severe Duty Cutter.....	\$119,200.00 (42" SD)
Machine with 50" Heavy Duty Cutter	\$117,600.00 (50" HD)
Machine with 42" Heavy Duty Cutter	\$117,300.00 (42" HD)

X(2)

Warranty: Standard Machine Warranty

Note: TEC does not charge travel time or mileage on warrantable repairs.

Thank you again for allowing us to submit this quotation and we look forward to the opportunity to earn your business now and in the future. Please do not hesitate to contact me at (850)736-2090 or lcook1@tractor-equipment.com, should you have any questions or concerns.

Sincerely,

Larry Cook
Branch Manager



TRACTOR & EQUIPMENT Company.



9036 Pine Forest Rd. Pensacola, FL 32534
(850)505-0550 · FAX (850)505-0551

8/4/2020

Escambia County
Pensacola, FL

Subject : Flail Mower Quotation

Thank you for the opportunity to submit the following quotation for your consideration.

One (1) New Eterra Model EX-30 Flail Mower
30" Cutting Width
Set of Extra Blades
Manual Coupler For Komatsu PC45
See specs on next attachment

Machine Price FOB YOUR SITE.....\$11,987.81

(x2)

One (1) New Eterra Model EX-40 Flail Mower
40" Cutting Width
Set of Extra Blades
Manual Coupler for Komatsu PC45
See Specs on next Attachment

Machine and Manual Coupler Price FOB YOUR SITE.....\$14,420.00

One Year Standard Warranty

Thank you again for allowing us to submit this quotation and we look forward to the opportunity to earn your business now and in the future. Please do not hesitate to contact me at (850)736-2090 or lcook1@tec1943.com, should you have any questions or concerns.

Sincerely,

Larry Cook
Branch Manager

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE · ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER CONDITIONS BEYOND OUR CONTROL · ALL CONTRACTS ARE SUBJECT TO APPROVAL BY AN OFFICER OF THE COMPANY



Bobcat

Product Quotation

Quotation Number: HMM-22392

Date: 2020-07-29 13:07:51

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
ESCAMBIA COUNTY FLORIDA G11255 Dept Rd 601 HIGHWAY 297A Cantonment, FL 32533	Bobcat of Pensacola, Pensacola, FL 564 W. BURGESS ROAD PENSACOLA FL 32503 Phone: 850-483-5868 Fax: 850-471-0040	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T66 T4 Bobcat Compact Track Loader 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0349	1	\$41,725.60	\$41,725.60
	Lift Path: Vertical Lights, Front and Rear LED Operator Cab <ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Warranty: 2 years, or 2000 hours whichever occurs first Machine IQ Telematics			
P67 Performance Package "Power Bob-Tach 7-Pin Attachment Control	M0349-P06-P67	1	\$4,391.80	\$4,391.80
	Two-Speed, High Flow Dual Direction Bucket Positioning"			
C52 Comfort Package "Standard Enclosed Cab with AC/Heat Sound Reduction Radio Ready	M0349-P07-C52	1	\$3,609.90	\$3,609.90
	HVAC Headliner Adjustable Suspension Seat"			
FC200 Flail Cutter	7101894	1	\$9,641.36	\$9,641.36
68" Heavy Duty Bucket	7272679	1	\$786.60	\$786.60
Total of Items Quoted				\$60,155.26
Freight Charges				\$1,542.00
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$61,697.26

Notes:



TR626 Trommel Screen

Basic Unit (Use this pricing if specifications beyond those shown below are desired)

TR626 Self-Contained Trommel Screen includes 22,000 lb. capacity tandem axles with air brakes, dual wheels, 235-75R17.5(J) tires, fifth wheel hitch, 73 gallon fuel tank, 34" x 43" feed opening, lockable tool box, four (4) independent hydraulic jacks, upper walkway with remote drum jog (004); John Deere 134 hp Tier 4F engine (includes exhaust aftertreatment, 5 gallon DEF tank, reverse fan, block heater) (011); standard drum (085); hopper extension for drivers side (081); standard overs conveyor 20' long (214); single row drum brushes (650); standard head pulley for any overs conveyor (221); R2 splice Chevron Standard overs belt (276); standard fines conveyor (224); standard head pulley fines conveyor (262); smooth belt standard fines conveyor (265); screen - 0.5 (1/2") square opening 0.162 (8 GA) wire (eight (8) included) (SCR-11957)

For additional options, see "Optional Features" section below.

Basic Unit Price: **\$331,344.00**

Optional Features:

☒ Remote Controlled Hopper Grizzly (060); in lieu of Hopper Extension for Drivers Side (081)

☐ Hopper Extension for Passenger Side (080); in lieu of Hopper Extension for Drivers Side (081)

☐ Hopper Extension for Both Sides (082); in lieu of Hopper Extension for Drivers Side (081)

☐ Vibratory Livehead Over Hopper (creates an overheight transport condition, may require add'l permits- contact factory) (092); in lieu of Livehead Grid Option - Choose one if TR626092 is chosen above

☐ 4" Grid (Livehead) (094)

☐ 5" Grid (Livehead) (096)

☐ 6" Grid (Livehead) (098)

☐ Extended Overs- 26' long (240); in lieu of standard overs conveyor 20' long (214)

☐ Extended Overs Conveyor Belt - Choose one if TR626240 is chosen above

☐ R2 Splice Chevron Extended Overs Belt (288); in lieu of R2 Splice Chevron Standard Overs Belt (276)

☐ Continuous Chevron Extended Overs Belt (300); in lieu of R2 Splice Chevron Standard Overs Belt (276)

☐ Magnetic Head Pulley Overs Conveyor (222); in lieu of standard head pulley overs conveyor (221)

☐ Super Splice Chevron Standard Overs Belt (277); in lieu of R2 Splice Chevron Standard Overs Belt (276)

☒ Self-Supported Radial Stacking Conveyor (may create overheight transport condition, contact factory) (180); Standard Head Pulley Radial Conveyor (295); in lieu of std fines conveyor (224) Smooth Belt Std Fines Conveyor (265)

☐ Radial Conveyor Under Drum Collector Conveyor Option - Choose one when TR626180 is chosen above

☒ R2 Splice Smooth Belt (282)

☐ R2 Splice Chevron Radial Collector Belt (278)

☐ Super Splice Smooth Belt (286)

☐ Super Splice Chevron Radial Collector Belt (279)

☐ Radial Conveyor Belt Option - Choose one when TR626180 is chosen above

☒ Continuous Smooth Radial Conveyor Belt (290)

☐ Continuous Chevron Radial Conveyor Belt (293)

☐ Magnetic Head Pulley Fines Conveyor (264); in lieu of std head pulley fines conveyor (262)

☐ R2 Splice Chevron Fines Belt (266); in lieu of smooth belt standard fines conveyor (265)

☐ Super Splice Smooth Belt Fines Conveyor (285); in lieu of smooth belt standard fines conveyor (265)

☐ Super Splice Chevron Fines Conveyor Belt (273); in lieu of smooth belt standard fines conveyor (265)

☐ Cable Wrapped Drum (084)

☐ Auxiliary Hydraulic Circuit Front (flowrate 1-17 gpm, pressure relief 2500 psi) (072) (not available w/ -092; cannot be used with -07)

☐ Auxiliary Hydraulic Circuit Rear (flowrate 1-17 gpm, pressure relief 2500 psi) (073) (not available w/ -092; cannot be used with -07)

☒ Miscellaneous Features: sales code _ _ _ Demo Discount

Add to Basic Unit Price: **\$11,366.00**

\$17,776.00

\$2,240.00

\$1,312.00

-\$6,500.00

Extended Warranty: (Choose One)

- ☐ 2 Year Parts & Labor Warranty (PL2)
- ☐ 2 Year Confidence Plus (CP2) -Includes 2 Year Parts & Labor Warranty and initial 4 services
- ☐ 3 Year Parts and Labor Warranty (PL3)
- ☐ 3 Year Confidence Plus (CP3) -Includes 3 Year Parts & Labor Warranty and initial 4 services
- ☐ Planned Maintenance Package 4-Intervals (PM)

Must Enter Qty: 0

Date: 7/22/2020
For: Escambia County
Sourcewell Member #: 2552
Provided By: Vermeer Southeast
Contact Name: Tyler Harrison
Mobile #: 850-380-5504

Subtotal **\$357,540.00**
Dealer Freight & Prep: **\$13,115.00**
Quantity: 1
Total: **\$370,655.00**
Sales Tax: **-\$40,000.00**
Grand Total: **\$330,655.00**

TRADE IN ALLOWANCE - Wildcat TR521

ACCEPTED:

Vermeer

BY:

DATE:

Customer

BY:

DATE:

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.



Pricing effective 05/31/20
NOTE: All pricing in USD \$
NOTE: Include applicable sales tax
Quotes valid for 30 days

Date Printed: 6/2/2020
Time Printed: 8:38:09AM

Quote

Voice Number

400550

A-1 Small Engines
700 Highway 29 South
Cantonment, FL 32533

(850) 968-5396

Fax(850) 968-9439

Invoice Date: 6/2/2020

PO Number:

Sold By: GS

Terms: NET 10TH

Tag Number:

Bill To

ESCAMBIA COUNTY ROAD DEPT
601 HWY 297A
CANTONMENT, FL
(850) 494-5859

Customer ID: 4945859

Contact: SHERRY RIGBY

Tax Exempt: 271404229653C

Part Number	Mfg	Description	Retail Price	Unit Price	Qty	Extended
STTII61V-35BV	SCW	TURF TIGER 35 BRIGGS 61"	\$14,519.00	\$11,615.20	1.00	\$11,615.20
STTII61V-35BV	SCW	TURF TIGER 35 BRIGGS 61"	\$14,519.00	\$11,615.20	1.00	\$11,615.20

All quotes guaranteed for 30 days

We are looking forward to having you as a valued customer.

Parts Total: \$23,230.40

Sub Total: \$23,230.40

Total: \$23,230.40

Balance Due: \$23,230.40

ALL CHAIN SAW SALES ARE FINAL. NO RETURNS
Electrical and installed parts cannot be returned. Receipt REQUIRED for ALL returns !!!

Date

* * Q U O T E * *

Page 1 of 1

Auto, Truck, & Industrial Parts
6905 Pensacola Blvd
Pensacola, FL 32505

ACCT #	SOLD TO	DATE	TIME
3224	Escambia Co, Roads & Bridges	08/06/2020	16:39
BR #	601 Hwy 297A	STORE #	EMP #
	Cantonment, FL 32533-0000	700003557	24 Daniel
91			

PART NUMBER	LN	DESCRIPTION	QUANTITY	LIST	PRICE	TOTAL
34288X1	EOB	AC MACHINE	1.00	7,252.94	3466.3400	3,466.34

TOTAL ----->

3,466.34

*** Plus Applicable Taxes. ***

*** Prices Subject to Change Without Notice. ***

* * THIS IS NOT AN INVOICE * *

BILL TO:

601 Highway 297-A
Cantonment
FL

32533

SHIP TO:

601 Highway 297-A
Cantonment
FL

32533

Account Name: Escambia County - FL
 Contact Name: Jamie Higdon

Quote Stage: Delivered

S.No. Product Details

	Quantity	List Price	Total
1. Cummins Insite Engine Diagnostic Software Pro with DLA+2.0 Panasonic Toughbook Package	1	\$ 3,495.00	\$ 3,495.00
Professionally refurbished Panasonic Toughbook CF-53 SSD 8 GB RAM iCore Processor 12 month subscription to Cummins Insite Pro software license (renewal is same each year as purchase price - currently \$1,495.00) JPRO DLA+2.0 Adapter 6 pin cable 9 pin cable OBD II cable for Ford OBD II cable for GM OBD II cable for MACK/Volvo OBD II cable for Sprinter/Hino/Isuzu Adapter carrying case			
2. Navistar Engine Diagnostics (NEDS) Software - 12 Month License	1	\$ 799.00	\$ 799.00
Added to same laptop as Cummins Coverage includes all J-1939 International electronic engine systems, allowing you to run special tests, change parameters and view and graph engine data. Renewal is through account at a discounted rate. Basic Features Read and clear diagnostic fault codes View signals and parameters Print trip and vehicle reports Advanced Features Diagnostic Tests KOEO – Key On Engine Off KOER – Key On Engine Running KOEO – Injector Buzz Test KOER – Injector Contribution Test Cylinder Cutout Test (EPA 04' and newer) Injector Disable Tests (EPA 04' and newer) Display and change configurable Parameters Crank Inhibit Fan Control Idle Shutdown Timer Warm-up Device Warning and Protection System Hydraulic Pressure Governor PTO Control Radiator Shutter Vehicle Speed Limit Vehicle Retarder Two Speed Axle Traction Control			
3. Navistar Diamond Logic Builder (DLB)	1	\$ 800.00	\$ 800.00
Added to same laptop as Cummins Diamond Logic Builder (DLB) is the software solution for International cab controllers. Renewal is through account at a discounted rate. Basic Functions			

S.No.	Product Details	Quantity	List Price	Total
	Bi-directional control of electrical components View switch location and cluster configuration Automatic module detection Graph parameters Record snapshots Compatible Vehicles - All International vehicles with cab ESC's International 4200/4300/4400 Series International 7000 Series International 8000 Series International CF Series (Cluster faults, Test all gauges except fuel, Odometer reset) International ProStar/LoneStar/WorkStar/TranStar/DuraStar/CityStar			
4.	No taxes and free shipping with purchase	1	\$0.00	\$0.00
				Sub Total \$5,094.00
				Tax \$0.00
				Adjustment \$0.00
				Grand Total \$5,094.00

Terms and Conditions

All orders are shipped via Ground service. Expedited shipping available for an additional fee. Our daily order cut off time is 11:00 (CST) for same day/overnight and two day shipping. Please contact our sales department for expedited and international shipping rates.

Returns accepted 30 days from date item(s) received Exchanges accepted 30 days from date item(s) received 15% Restocking fee with all returns and exchanges Item(s) must be returned in original packaging Item(s) must be returned in same condition as received Licensed software not eligible for returns or exchanges (no exceptions) Buyer is responsible for all return and exchange shipping costs and must provide proof of delivery Refunds will be made using the same payment method that was used at purchase, within thirty (30) days from the date we receive the return.

International Customs and import duties may be applied to International orders when the shipment reaches its destination. Such charges are the responsibility of the recipient of your order and vary from country to country. Contact your local customs office for details. Shipping laws are different in each country. It is your responsibility to check with your Customs office to verify whether the country to which you are shipping permits the shipment of your products. OEM Diagnostic Tools is not responsible for any direct, indirect, punitive, or consequential damages that arise from improper international shipping practices.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18434

County Administrator's Report 8. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2020

Issue: Supplemental Budget Amendment #196 - Appropriation of Auction Proceeds for Purchase of Public Works Equipment

From: Sharon Harrell, Interim Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #196, Wes Moreno, Public Works Department Director - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #196, Transportation Trust Fund (Fund 175), in the amount of \$713,000, to recognize proceeds from truck and equipment auctions, and to appropriate these funds for purchasing new equipment for use in the maintenance of the County's rights-of-way, holding ponds, recycling operations, and Emergency fleet.

Fund Number/Title		Revenue Code/Title	Amount
175/Transportation Trust		364002/Sale of Equipment	\$713,000
Total			\$713,000

Fund Number/Title	Cost Center Number/Title	Account Code/Title	Amount
175/Transportation Trust	260102/Road Maintenance	56401/Machinery & Equipment	\$713,000
Total			\$713,000

BACKGROUND:

Public Works participated in two truck and equipment auctions during Fiscal Year 2019-2020 to auction off equipment/trucks that were aged, inoperable, or that had a high maintenance cost. The department realized \$713,000 in proceeds between the two auctions.

Pending approval of the purchases by the Board on August 20, 2020, Public Works plans to utilize these funds to purchase the following equipment for use in the maintenance of the County's rights-of-way, holding ponds, recycling operations, and Emergency fleet:

- Vermeer Trommel Screener, \$330,655.00, to replace the 2010 Vermeer Trommel Screener used daily;
- Two PCC78 MR Excavators, \$234,600.00, to replace inoperable 2008 Excavators used daily;
- T66 Bobcat Track Loader with Cutter Head, \$61,697.26, to replace an inoperable 2002 Abbi Slope Mower for mowing holding ponds;
- Two Scag Zero Turn Mowers, \$23,230.40, to replace two inoperable 2011 Scag Zero Turn Mowers used daily;
- Four Flail Mower Attachments, \$47,951.24, for existing mini excavators to aid in mowing slopes and ponds;
- A/C Freon Recovery Machine, \$3,466.34, to replace inoperable 2002 Freon Recovery Machine; and
- Cummins Insight and Navistar Diagnostic Suite, \$9,000.00, for repair of current Fire, EMS and other equipment.

BUDGETARY IMPACT:

This Amendment will increase Fund 175 by \$713,000.

Fund Number/Title	Revenue Code/Title	Amount
175/Transportation Trust	364002/Sale of Equipment	\$713,000
Total		\$713,000

Fund Number/Title	Cost Center Number/Title	Account Code/Title	Amount
175/Transportation Trust	260102/Road Maintenance	56401/Machinery & Equipment	\$713,000
Total			\$713,000

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and Amendment of Budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #196

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Public Works Department participated in two truck and equipment auctions in FY19-20 in order to auction off equipment/trucks that were aged, inoperable, or that had a high maintenance cost. Proceeds from these auctions are to be used to purchase replacement trucks/equipment. These revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Transportation Trust	175		
Fund Name	Fund Number		
Fund Name	Account Name	Account Code	Amount
175/Transportation Trust	Sale of Equipment	364002	713,000
Total			\$713,000

		Account Code/ Appropriations Title	Amount
Fund Name	Cost Center Code/Title		
175/Transportation Trust	260102/Road Maintenance	56401/Machinery and Equipment	713,000
Total			\$713,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Steven Barry, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#196



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18379

County Administrator's Report 8. 1.

BCC Regular Meeting

Discussion

Meeting Date: 08/20/2020

Issue: Affordable Housing Advisory Committee

From: CLARA LONG, Department Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia Pensacola Affordable Housing Advisory Committee - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia Pensacola Affordable Housing Advisory Committee:

- A. Adopt the Resolution modifying the composition of the Escambia Pensacola Affordable Housing Advisory Committee (AHAC), per House Bill 1339;
- B. Approve Amendment #1 to the Interlocal between Escambia County and the City of Pensacola updating the AHAC composition;
- C. Acknowledge the appointment of Ann Hill as the locally elected official representative from the City of Pensacola to serve a three year term on the AHAC; and
- D. Appoint one Board member as the locally elected official representative from Escambia County to serve a three year term on the AHAC.

BACKGROUND:

Florida Statutes Section 420.9076 requires that local governments that receive State Housing Initiatives Partnership (SHIP) Program funds establish an Affordable Housing Advisory Committee (AHAC) and adopt by Resolution members to serve on the committee. An AHAC was originally established in 2008 through Resolution R2008-120 and has been re-established every three years, most recently under Resolution R2018-88. The AHAC is charged with evaluating established policies and procedures, ordinances, land development regulations, and adopted local government Comprehensive Plans as it effects affordable housing and submit a report recommending any changes to the local elected body.

House Bill 1339, which was approved in June 2020, made multiple changes to the

composition and purpose of the AHAC. One modification was to require that a "locally elected official from each County or municipality participating in the State Housing Initiatives Partnership Program" serve as a committee member. In addition to serving on the AHAC, this elected official is required to attend biannual regional workshops provided by Florida Housing Finance Corporation. Failure of the official to attend the required workshops may result in SHIP funding being withheld. Additional changes enacted from the bill include frequency of reporting on affordable housing recommendations to the local government (annually instead of triennially) as well as annual reporting to the State related to affordable housing applications received by the local government as well as additional annual reporting related to affordable housing expenditures from all sources (federal, state, local).

The County and the City of Pensacola jointly receive SHIP funding, implementing programs jointly through an Interlocal Agreement. Therefore, members appointed by the AHAC must be mutually approved by the Board of County Commissioners and the Pensacola City Council. The current SHIP Interlocal Agreement directs the selection of two committee members specifically by the City of Pensacola, but will be amended to include a City Council member as an additional member.

An updated Resolution (Exhibit I) has been prepared to replace the 2018 Resolution to modify the composition of the AHAC, per the new law. An Amendment (Exhibit II) to the SHIP Interlocal Agreement with the City has also been prepared to modify this composition.

BUDGETARY IMPACT:

Failure to provide for the required updated AHAC composition jeopardizes receipt of SHIP funding for the County and City of Pensacola.

LEGAL CONSIDERATIONS/SIGN-OFF:

The provided Resolution has been reviewed and approved by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

The State rule requires that the housing and planning sections of the responsible local government(s) provide administrative support for the AHAC. In this instance, support will be provided jointly by the Neighborhood Enterprise Division (NED) and the City of Pensacola Housing Office, with support from the County Developmental Services Department and City Planning and Development Services as needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

The AHAC was re-established by Resolution 2018-88. Escambia County and the City of Pensacola jointly operate the SHIP Program through an Interlocal Agreement and therefore, both entities must approve the appointments to the AHAC.

IMPLEMENTATION/COORDINATION:

AHAC staffing involves coordination between the Neighborhood Enterprise Division and the City of Pensacola Housing Office as well Florida Housing Finance Corporation and agencies and individuals comprising the AHAC.

Attachments

Ex I-AHAC Resolution 2020

Ex II-Amendment 1 SHIP Interlocal

RESOLUTION R2020 - _____**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REGARDING THE ESCAMBIA COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE COMPOSITION; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in accordance with the provisions of §§420.907-.9089, Florida Statutes, the City of Pensacola and Escambia County participate in the State Housing Initiatives Partnership (SHIP) Program with program funds jointly managed in accordance with the terms of an Interlocal Agreement; and

WHEREAS, in order to be eligible for funding under the SHIP Program, a county or eligible municipality must create an Affordable Housing Advisory Committee (AHAC) as provided in §420.9076, Florida Statutes; and

WHEREAS, pursuant to §420.9076, Florida Statutes, as amended, the governing board of a county or municipality participating in the SHIP Program, including a municipality receiving funds through the county, shall appoint a minimum of eight but not more than eleven members to the Affordable Housing Advisory Committee with the committee consisting of one representative from at least six of eleven designated categories; and

WHEREAS, on August 16, 2018, Escambia County adopted Resolution R2018-88, which re-established the AHAC for a term of three (3) years expiring on September 30, 2021; and

WHEREAS, the Florida State Legislature passed House Bill 1339 which was approved by the Governor on June 9, 2020 which modifies the composition of the AHAC; and

WHEREAS, the Board now wishes to modify the AHAC composition and governing rules and regulations as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated into this Resolution by reference.

Section 2. Establishment. The Affordable Housing Advisory Committee is hereby reaffirmed and re-established for the purpose of recommending initiatives and incentives to encourage or facilitate affordable housing in Escambia County in accordance with the provisions of §§420.907-.9089, Florida Statutes.

Section 3. Composition of the Committee. The Committee shall consist of at least eight (8) but not more than eleven (11) members. All members shall be electors of Escambia County. The membership must consist of one locally elected official from each local government and one representative from at least six of the following categories:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (b) A citizen who is actively engaged in banking or the mortgage banking industry in connection with affordable housing;

- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing;
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing;
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (h) A citizen who actively serves on the local planning agency, pursuant to §163.3174, Florida Statutes;
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments;
- (j) A citizen who represents employers within the jurisdiction; and
- (k) A citizen who represents essential services personnel as defined in the SHIP Local Housing Assistance Plan (LHAP).

The City of Pensacola shall select one City Council member and shall solicit and nominate for appointment one representative from the City of Pensacola Planning Board and one representative who is a citizen residing within the jurisdiction of the City. All other representatives shall be solicited and nominated for appointment by the County. All appointments shall be jointly approved by the Escambia County Board of County Commissioners and the City Council of the City of Pensacola.

Section 4. Term of Office, Vacancies and Removal.

All members shall serve a term of three (3) years. A vacancy shall be filled by joint appointment by the Board of County Commissioners and the City Council, and the replacement shall serve for the remainder of the unexpired term. Members whose terms have expired may be reappointed for additional three (3) year terms at the discretion of the Board of County Commissioners and the City Council.

Any member may be removed from office for any reason by majority vote of Board of County Commissioners and the City Council. Any member who ceases to be an elector of Escambia County or ceases to maintain the position he/she was appointed to represent shall be removed from office and replaced by joint appointment by the Board of County Commissioners and the City Council for the remainder of the unexpired term.

The members of the committee may recommend to the Board of County Commissioners removal of any member who accrues two (2) or more unexcused absences from regular meetings during the calendar year. The members of the committee may also recommend removal of any member who accrues three (3) or more total absences (excused and unexcused) from regular meetings during the calendar year. Absences may be excused by a majority vote of the members present at any meeting.

Section 5. Officers: Chairperson and Vice-Chairperson.

The committee shall elect a chairperson to preside at all meetings. The chairperson shall be elected in October of each calendar year and shall serve a one year term until the first meeting in October of the following year. There shall be no term limits for a member to serve as chairperson. The committee shall also elect a vice-chairperson to preside and act on behalf of the chairperson during his or her absence. The vice-chairperson shall be elected in October of each calendar year and shall serve a one year term until the first meeting in October of the following year. There shall be no term limits for a member to serve as vice-chairperson.

Section 6. Regular Meetings. The committee shall establish a schedule of regular meetings, which shall be held at least quarterly. A schedule of each year's regular meeting shall be distributed to all members in October of the preceding calendar year.

Section 7. Quorum and Voting. A majority of the appointed members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote for all matters subject to a vote of the committee. All matters shall be decided by a majority vote of members present. No member shall abstain from voting unless the member has a conflict of interest.

Section 8. Special Meetings. The chairperson may call a special meeting of the committee on his or her own initiative and shall call a special meeting on the request of any three (3) members.

Section 9. Location of Meetings. The meetings shall be held in a County or City facility of sufficient size to accommodate those present and at such other locations as the committee may determine from time to time.

Section 10. Rules of Procedure. The committee shall conduct its meetings in accordance with the current edition of *Robert's Rules of Order*, except to the extent that any provision thereof is inconsistent with this Resolution.

Section 11. Sunshine Law. The committee shall be subject to and each member shall be responsible for compliance with the requirements of Florida's "Government in the Sunshine Law," and the Florida Public Records Act.

Section 12. Agenda. The Neighborhood Enterprise Division of the County or the City of Pensacola Housing Office shall, after consultation with the Chairperson, prepare an agenda for all meetings. Any committee member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one day prior to the meeting date.

Section 13. Minutes. Minutes shall be kept at each committee meeting. A written summary of the minutes of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

Section 14. Notice of Meetings. Notice of regular or special meetings and the time and location of each meeting shall be published to the public.

Section 15. Working Groups. The committee may appoint working groups for purposes and durations as it deems appropriate.

Section 16. Staff Liaison. The Neighborhood Enterprise Division Manager shall serve as the Escambia County staff liaison for the committee. The staff liaison shall provide support as necessary to carry out the purposes and objectives of the AHAC. The staff liaison shall identify issues and alternatives that may relate to the AHAC's policies, goals, or programs and bring such matters before the AHAC for consideration.

Section 17. Effective Date. This Resolution shall become effective immediately upon its adoption by the Board of County Commissioners.

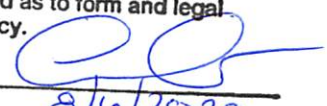
ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency. 
By/Title: _____
Date: 8/16/2020

AMENDMENT #1
INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA
RELATING TO THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

THIS AMENDMENT is made and entered into by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"), and the **CITY OF PENSACOLA**, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council (the "City").

WITNESSETH:

WHEREAS, on or about April 4, 2019, the parties previously entered into an Interlocal Agreement for the purpose of jointly implementing funds received via the William E. Sadowski Affordable Housing Act (Chapter 92-317, Laws of Florida, incorporated herein by reference) created §§420.907-420.9079 Florida Statutes, the "State Housing Initiatives Partnership Program" ("SHIP") (CSFA #40.901), which authorizes funds in the Local Government Housing Trust Fund (the "Fund") to be distributed to approved counties and eligible municipalities within the county pursuant to an Interlocal Agreement; and

WHEREAS, the County and City now wish to amend the Agreement to update the composition of the Affordable Housing Advisory Committee as required by State Law; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and City hereby agree to amend the Interlocal Agreement for the SHIP Program dated April 4, 2019, as previously amended, as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. EXHIBIT I of the Interlocal Agreement is replaced in its entirety with the attached **REVISED EXHIBIT I**.

SECTION 3. All other provisions of the Interlocal Agreement, that are not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 4. This Amendment shall become effective, after being properly executed by the parties, when filed with the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

SECTION 5. The Interlocal Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment on the respective dates under each signature:

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

Attest: Pam Childers
Clerk of the Circuit Court


By: _____
Deputy Clerk

S E A L

BY: _____
Steven Barry, Chairman

BCC Approved: August 20, 2020

Escambia County Legal Department Approval:

Approved as to form and legal
sufficiency. 
By/Title: _____
Date: 8/6/2020

CITY OF PENSACOLA, a municipal corporation chartered in the State of Florida

ATTEST:

By: _____
Grover C. Robinson, IV, Mayor

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

LEGAL IN FORM AND VALID
AS DRAWN:

Marcie Whitaker, Pensacola Housing

City Attorney

**REVISED EXHIBIT I
TERMS AND CONDITIONS
SHIP PROGRAM IMPLEMENTATION**

1. **AFFORDABLE HOUSING ADVISORY COMMITTEE:** The County and the City agree to jointly establish and staff the Affordable Housing Advisory Committee (AHAC) in accordance with the provisions of §420.907-9079, Florida Statutes. Each local government will appoint an elected official to serve on the AHAC. The City also shall solicit and appoint a representative from the City of Pensacola Planning Board and a citizen who resides in the City of Pensacola. All other appointees to the AHAC shall be solicited by the County. The City Council may nominate appointees for the remaining representative positions through the County's solicitation process. All appointments will be jointly approved by the Board of County Commissioners and the City Council.
2. **MORTGAGE/LIEN RELEASES:** Requests for payoffs and mortgage/lien cancellations should be directed to the County if the property is located within the unincorporated areas of the County or to the City if the property is located within the City limits. The preparation of mortgage/lien cancellations shall be prepared by the local jurisdiction in which the property is located and signed by the chief elected official. Any funds to be returned to the SHIP program shall be deposited into the Local Fund. All program income shall be used in accordance with SHIP program guidelines.
3. **MONITORING:** The City will provide files to the County as requested and required for monitoring of the SHIP Program by County auditors and/or the Florida Housing Finance Corporation or its agents.
4. **ANNUAL REPORTS:** The County will serve as the primary agent for preparation and submission of online annual report to Florida Housing Finance Corporation. The City will provide supporting information as required for the County to complete the annual report.
5. **PROJECT SELECTION:** County and City staff will jointly identify projects for funding in accordance with the strategies presented in the Local Housing Assistance Plan. Projects will be solicited and awarded in accordance with ~~through~~ the County's Purchasing Department procedures with City representation on selection committees as appropriate. Agreements will be presented to the County for approval.
6. **LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION:** If approved by Board action, the County Administrator will sign the Local Government Verification of Contribution forms certifying the commitment of local SHIP funds for applicants responding to Request for Applications through the Florida Housing Finance Corporation for housing development project financing.
7. **HOUSING STRATEGY ADMINISTRATION:**
 - a. The County and the City will administer the replacement housing and housing repair strategies for their respective jurisdictions. The City may choose to have the County reimburse for eligible SHIP expenses within the City limits or may directly pay the contractor provided that all County/LHAP requirements have been met.
 - b. The City will serve as primary administrator for the homebuyer program county-wide. Applications will be submitted to the City Housing Division and complete application packets will be submitted to the County for review and processing of checks for closing.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18415

County Administrator's Report 8. 2.

BCC Regular Meeting

Discussion

Meeting Date: 08/20/2020

Issue: CARES Update

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia CARES Act Plan and Implementation - Janice P. Gilley, County Administrator

That the Board: discuss and approve the Escambia CARES Act Plan.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

On or about March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, (hereinafter referred to as the "CARES Act") to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic. Title V of the CARES ACT established the "Coronavirus Relief Fund" and appropriated \$150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19.

By utilizing a population-based formula described in the CARES Act, the State of Florida was allocated \$8.328 billion, of which amount 55% (\$4.58 billion) was reserved for the state and 45% (\$3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population. On June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to \$1.275 billion in Coronavirus Relief Funds to counties with a population below 500,000 using a phased approach through FDEM. Escambia County and FDEM entered into FDEM CARES Act Funding Agreement providing 25% of the County's total Coronavirus Relief Fund allocation directly to the County. Through the CARES Act Agreement, the County has received \$14,321,324 from the Florida Division of Emergency Management which represents 25% of the County's total potential reimbursement amount of \$57,285,296.

Public assistance funding for COVID-19 Emergency Protective Measures is also

available through the FEMA Public Assistance Grant Program.

Currently, Escambia County has received the following notifications or awards in relation to the CARES Act.

Source of CARES Funds	Purpose	Amount
US Dept of the Treasury	FDEM CARES Act Agreement – 25%	\$14,321,324.00
US Dept of Health and Human Services	Provider Relief Fund - EMS	\$395,998.00
US Dept of Justice	Coronavirus Emergency Supplemental Funding Program – Jail and Sheriff	\$370,107.00
FEMA	EMPG COVID-19 Supplemental	\$19,949.43
CARES ACT through FL Housing	CARES CRF FHFC Housing – includes City	\$903,834.00
US Dept of Housing & Urban Dev	CDBG Coronavirus Funds	\$872,881.00
Federal Transit Administration (FTA)	5307 CARES Act for Operating and Capital Assistance	\$10,137,924.00
US Dept of Transportation	Formula Grants for Rural Areas - ECAT	\$541,960.00

BUDGETARY IMPACT:

The funding source is the FDEM CARES Act funding Agreement allocation to Escambia County. The County has received \$14,321,324 from the Florida Division of Emergency Management which represents 25% of the County's total potential reimbursement amount of \$57,285,296.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney is reviewing the Contract Agreements.

PERSONNEL:

To be determined.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

County Administration, Deputy County Administrator, Neighborhood & Human Services staff, and any other needed County staff in coordination with the Clerk's Office will manage this Contract.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18414

County Administrator's Report 8. 3.

BCC Regular Meeting

Discussion

Meeting Date: 08/20/2020

Issue: Accenture's Report on the Strategic Organizational Assessment of Escambia County's Procurement Processes

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Accenture's Report on the Strategic Organizational Assessment of Escambia County's Procurement Processes - Janice P. Gilley, County Administrator

That the Board discuss Accenture's Report on the Strategic Organizational Assessment of Escambia County's Procurement Processes. Jim Bard, a Principal Director in Accenture's Public Service Industry in North America, will address the Board and provide an overview and summary of the Procurement Assessment for Escambia County.

BACKGROUND:

At the March 5, 2020, BCC Meeting, the Board authorized the County Administrator to sign a Contract with Accenture Consulting to perform a Strategic Organizational Assessment of County Procurement Processes.

Escambia County's Purchasing Department has been experiencing a heavy workload, they have had difficulty attracting and retaining experienced staff, and they have been challenged to maintain timeliness with the incoming requests for procurement services from other County Departments. As a result, the Purchasing Department's increased workload and backlog of services has slowed the desired timeline for many County projects. This Strategic Organizational Assessment of County Procurement Processes provides a complete analysis of procurement operations, policies and procedures, staff resources, eProcurement technology, Pcard systems, and Small Business and Minority/Woman Owned Business programs.

During Accenture's assessment process, the consultants:

- Analyzed 165,428 lines of payment data,
- Reviewed 178 vendor survey responses,
- Reviewed 187 project timelines,
- Reviewed 1,684 purchase orders, and
- Interviewed 20 County staff, one Commissioner, and one minority Chamber of Commerce

representative.

The findings of this Assessment identified 110 opportunities for improvement across the people, process, technology, and policy dimensions, and categorized these opportunities by estimated Size of Benefit and Level of Effort to Implement.

BUDGETARY IMPACT:

General Fund (001), 110201 (BCC Non-Departmental)

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office reviewed and approved the Contract with Accenture.

PERSONNEL:

No additional impact to personnel with the Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

County Administration will manage this project.

Attachments

Escambia County Procurement Assessment



Escambia County

PROCUREMENT ASSESSMENT

Overview Report

August 2020

accent[>]ureconsulting

PURPOSE

PURPOSE OF THIS REPORT:

- ➔ Provide Escambia County Board of County Commissioners an overview of recent assessment of the County's Procurement function

KEY STATISTICS

Accenture was contracted to conduct a 4-week assessment of Escambia County's procurement function across the people, process, and technology dimensions to identify opportunities for improvement.

2,478/178

**VENDOR SURVEYS
SENT / RECEIVED**

\$480 MILLION

SPEND ANALYZED

165,428

**LINES OF
PAYMENT DATA
ANALYZED**

187

**PROJECT TIMELINES
REVIEWED**

1

**COMMISSIONER
INTERVIEWED**

4

**COUNTY ADMINISTRATORS
INTERVIEWED**

11

**CUSTOMERS
INTERVIEWED**

4

**PURCHASING OFFICE
STAFF INTERVIEWED**

1

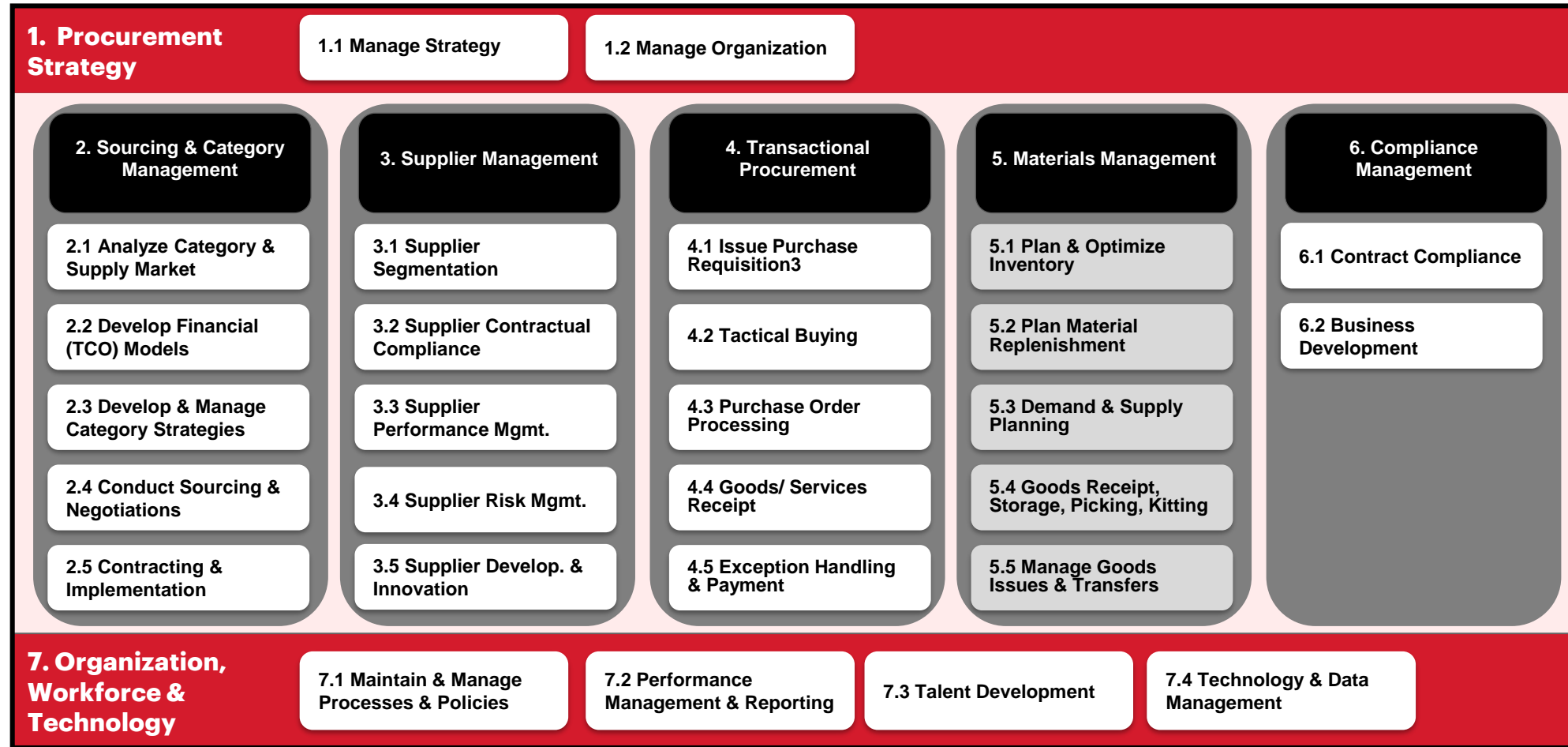
**REPRESENTATIVE –
MINORITY CHAMBER OF
COMMERCE**

1,684

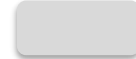
**PURCHASE ORDERS
REVIEWED**

PROCUREMENT ASSESSMENT METHODOLOGY

Accenture used its Procurement Logical Operating Model to structure its assessment of Escambia County's Procurement function across the 6 in-scope Capabilities.



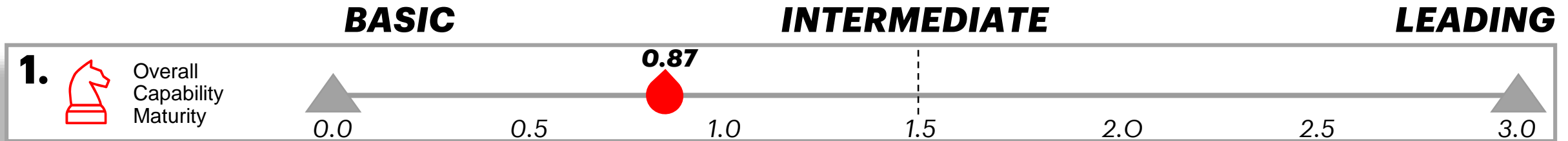
In scope for Assessment



Not in scope for Assessment

EXECUTIVE SUMMARY

Accenture assesses Escambia County's procurement capability maturity between Basic and Intermediate due in part to its lack of leading practice Source-to-Pay technology and a Purchasing Office that is primarily focused on tactical activities.

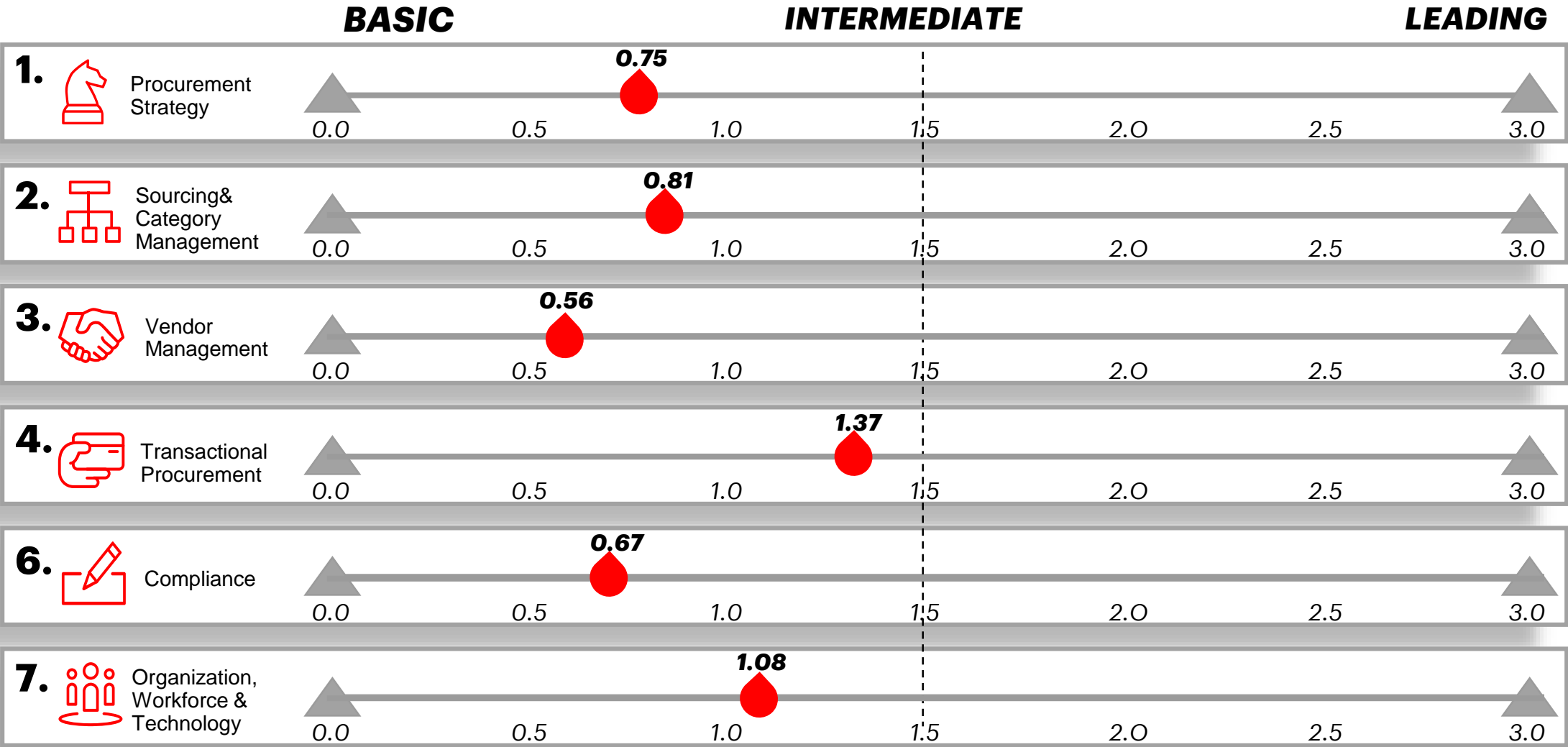


KEY OBSERVATIONS

- There is a **lack of integrated technology applications** that cover the full Source-to-Pay spectrum, resulting in significant inefficiencies
- With Purchasing Office's staff focused on executing manual processes and tactical activities, there is **minimal time available for strategic planning** with Departments to drive efficiencies
- Purchasing process contains **many manual steps, duplicate data entry, and poor status tracking**
- Without a Director level position, **Purchasing Office does not have presence at leadership levels** to support decision making and strong engagement with Departments
- Manual approval process with **limited approval delegation creates significant workload** for Board of County Commissioners, County Administrators, Purchasing Office, and Departments

CAPABILITY MATURITY SUMMARY

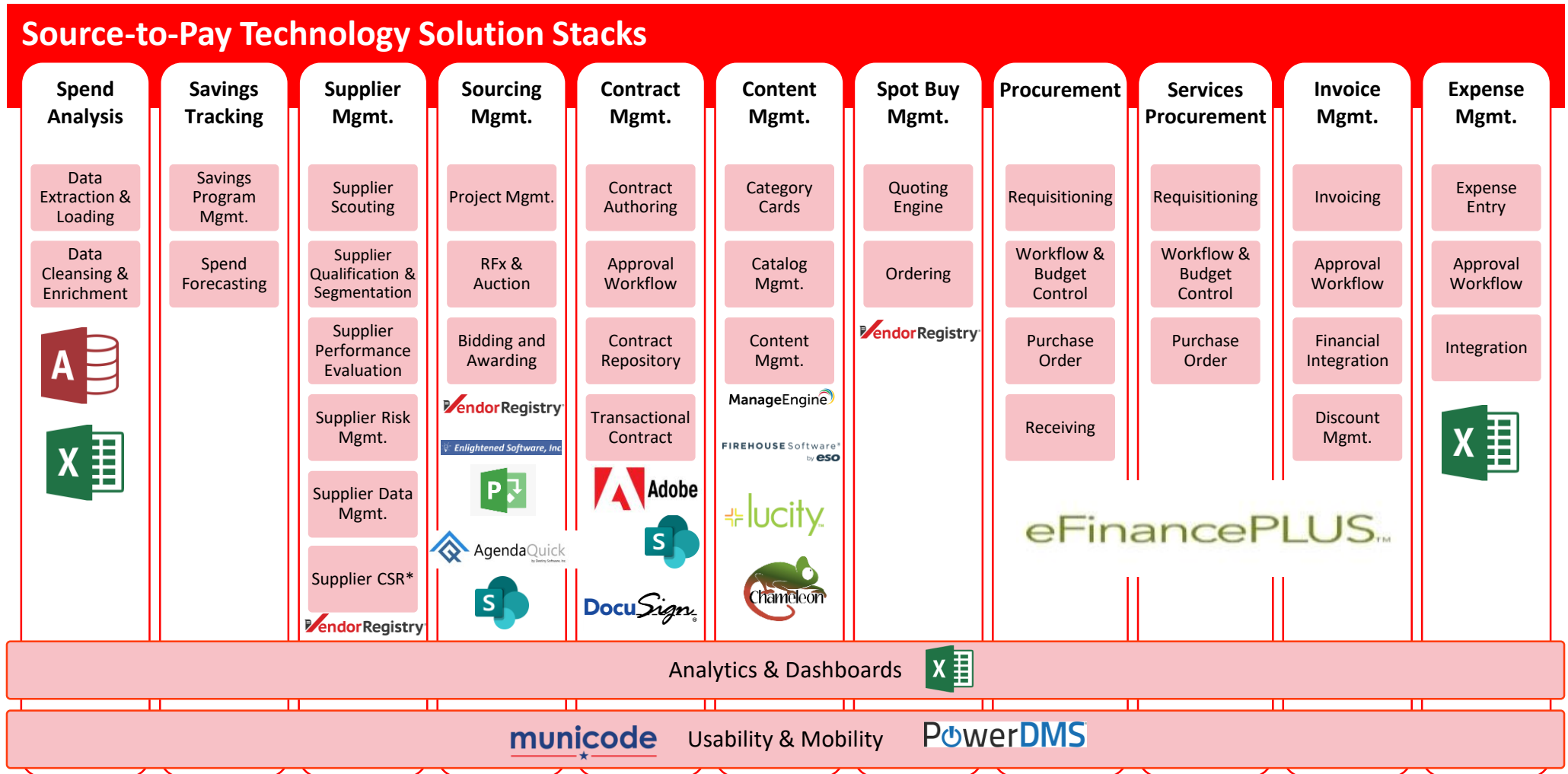
Escambia County fell between Basic and Intermediate across the 6 assessed Capabilities, with Transactional Procurement being the highest rated.



TECHNOLOGY USED TODAY

During the assessment process, Accenture documented 16 non-integrated technology applications being used to support the Source-to-Pay process.

- Vendor Registry
- Manage Engine
- Firehouse
- Lucy
- Enlightened Software, Government Forms
- Chameleon
- MS Excel
- MS SharePoint
- MS PowerPoint
- MS Projects
- eFinancePLUS
- Adobe
- DocuSign
- PowerDMS
- Municode
- AgendaQuick



WORK ALLOCATION ANALYSIS

Analysis of activities performed by each Purchasing Office staff member shows only 28% of overall time is spent on strategic activities, with Leadership spending almost 40% on tactical activities.

Capability	Sub-Capabilities	Work Type	Purchasing Manager	Deputy Purchasing Manager	Senior Purchasing Coordinator	Purchasing Coordinator	Purchasing Specialist	Purchasing Associate	Purchasing Associate	Purchasing Associate	Totals			
			% of Time (Monthly)	% of Time (Monthly)	% of Time (Monthly)	% of Time (Monthly)	% of Time (Monthly)	% of Time (Monthly)	% of Time (Monthly)	% of Time (Monthly)	All Staff	Leadership	Buyers	Assistants
1. Procurement Strategy	Manage Strategy	Strategic	18%	25%	0%	0%	0%	0%	0%	0%	18%	18%	0%	0%
	Manage Organization	Strategic									25%	25%	0%	0%
2. Sourcing & Category Management	Analyze Category & Supply Market	Strategic	20%	15%	30%	30%	90%	0%	10%	60%	1%	1%	0%	0%
	Develop Financial (TCO) Models	Strategic									0%	0%	0%	0%
	Develop & Manage Category Strategies	Strategic									1%	1%	0%	0%
	Conduct Sourcing & Negotiations	Strategic									25%	10%	15%	0%
	Creating, Implementing, and Managing Contracts	Tactical									228%	23%	135%	70%
3. Supplier Management	Supplier Segmentation	Strategic	5%	10%	0%	7%	10%	0%	0%	5%	3%	3%	0%	0%
	Supplier Contractual Compliance	Tactical									14%	7%	7%	0%
	Supplier Performance Management	Tactical									2%	2%	0%	0%
	Supplier Risk Management	Strategic									5%	0%	0%	5%
	Supplier Development & Innovation	Strategic									13%	3%	10%	0%
4. Transactional Procurement	Issue Purchase Requisition	Tactical	10%	0%	65%	10%	0%	90%	50%	0%	25%	0%	0%	25%
	Tactical Buying	Tactical									57%	2%	55%	0%
	Purchase Order Processing	Tactical									138%	8%	20%	110%
	Goods / Services Receipt	Tactical									5%	0%	0%	5%
	Exception Handling & Payment	Tactical									0%	0%	0%	0%
6. Compliance Management	Department Contract Compliance	Tactical	17%	25%	5%	1%	0%	10%	35%	35%	110%	35%	5%	70%
	Small Business / Local Vendor Development	Strategic									18%	7%	1%	10%
7. Organization, Workforce & Technology	Maintain & Manage Processes & Policies	Strategic	30%	25%	0%	52%	0%	0%	5%	0%	25%	15%	10%	0%
	Performance Management & Reporting	Strategic									28%	15%	13%	0%
	Talent Development	Strategic									30%	10%	15%	5%
	Technology & Data Management	Strategic									30%	15%	15%	0%

Work Type	All Staff	Leadership	Buyers	Assistants
Strategic	28%	61%	26%	7%
Tactical	72%	39%	74%	93%

VOICE OF THE CUSTOMER

"Purchasing office is receptive to constructive feedback."

"It takes a lot of energy to push things through purchasing. It is exhausting!"

"We only try to do one solicitation at a time to keep it simple, even though we would like to do more than one." they do in this county is with a piece of paper."

"Everything they do in this county is with a piece of paper."

"No strategic plan. They don't think 3-5 years out"

"Communication is the biggest issue"

"Paul is doing the best he can, but does not have the staff needed to run a Purchasing Office of this size."

"A lot of paper, no electronic approval"

"Purchasing seems to be doing a lot of things manually"

"Effort to do board recommendation is significant"

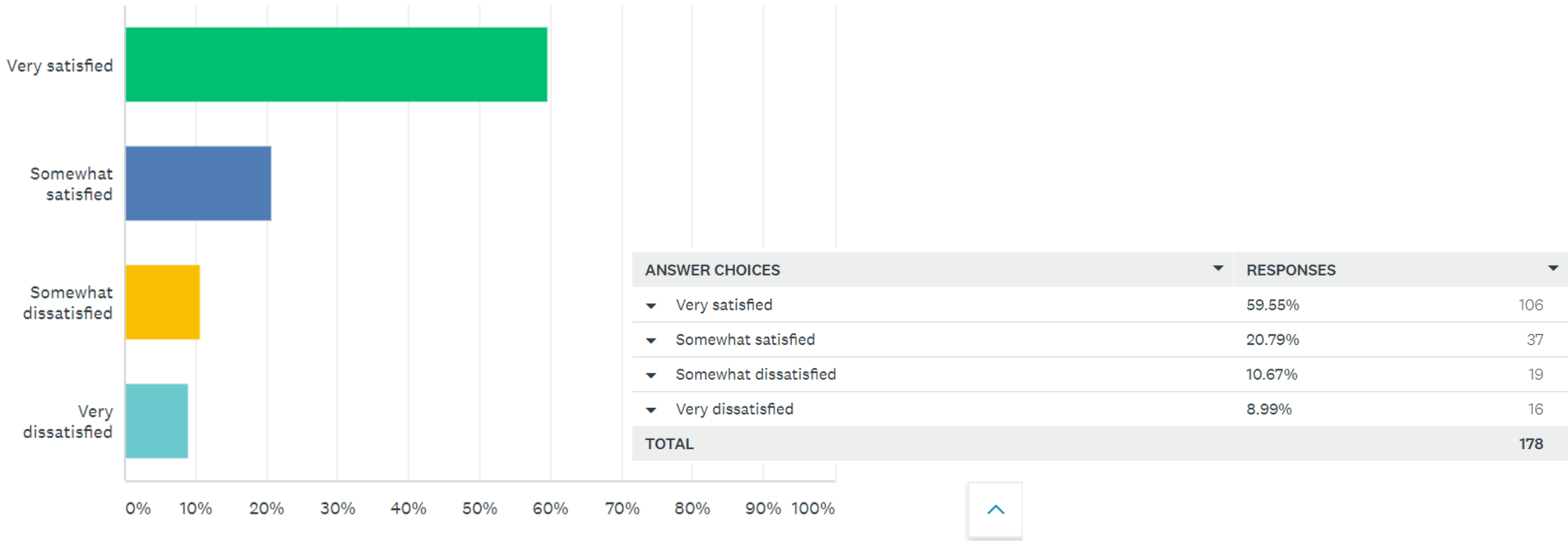
"It takes so long"

VENDOR SURVEY RESULTS

Based on a survey of Escambia County’s registered vendors, over 80% indicated they were satisfied in doing business with Escambia County.

Please rate your overall level of satisfaction regarding doing business with the County

Answered: 178 Skipped: 0



VENDOR SURVEY RESULTS

Vendors had the highest dissatisfaction ratings for Bid Notification, Ongoing Relationship Management, Provision of Quality Specifications / Requirements, Bid Evaluation, and Communication of Contract Award Decisions.

	VERY SATISFIED	SOMEWHAT SATISFIED	SOMEWHAT DISSATISFIED	VERY DISSATISFIED	NO BASIS	TOTAL
▼ Bid Notification	54% 94	19% 33	9% 15	9% 16	9% 16	174
▼ Ongoing Relationship Management	52% 91	10% 18	4% 7	9% 15	26% 45	176
▼ Provision of Quality Specification / Requirements	46% 81	24% 42	7% 12	8% 14	15% 27	176
▼ Bid Evaluation	45% 79	17% 30	9% 15	8% 14	22% 38	176
▼ Communication of Contract Award Decisions	46% 81	16% 28	9% 16	8% 14	21% 36	175

VOICE OF THE VENDOR

Response to: What are some opportunities for improvements?

"Establish more personal outreach to contractors."

"This website often had inaccurate information; it was difficult to find the correct RFP/RFQ."

"I would prefer Escambia not include Vendor Registry because we function in a field that is low profit margins and all added costs can truly be a burden."

"Last payment takes months to receive because of CO process."

"It has been more than a year. Getting feedback on the training I provided, and getting paid my fee in a timely manner was a pain. I couldn't even get a return phone call. I would be hesitant to work with the county again without some assurances."

"Have more minority contractor for Commercial projects."

"More transparency around awarding contracts."

"The County is inflexible in considering new ideas and methods of sale. The County would rather keep the status quo than make the effort to listen to vendors who have better ideas and would bring more taxpayer money back to the county"

"I do not believe that the award process is fair. I have never before seen a situation where a local vendor is allowed to match another vendors price because they were located outside of the county that is advertising an item for purchase."

"Like most governments today, Escambia County never bothered to communicate with us after submission of our proposal. This is just plain rude. Vendors are required to put in a huge amount of effort -- not to mention cost -- to respond to RFPs. The LEAST the County could do is thank us for the submission and tell us we weren't selected, but Escambia County couldn't even bother to do THAT. Don't expect MY company ever again to bother to seek to assist Escambia County in any way."

M/WBE SPEND

Escambia County spent an estimated \$1.5 million (.76%) in FY2019 across more than 20 M/WBE vendors, which was a 29% increase over FY2018 M/WBE estimated spend.

M/WBE Status	Sum of FY2018	Sum of FY2019	Count of Vendor Names	FY19 % of Total	FY19 over FY18 Change %
None	\$78,874,347	\$115,263,533	379	59%	46%
Not Found in Vendor Registry	\$47,677,535	\$71,892,198	131	37%	51%
Not Initially Found in Vendor Registry	\$15,161,925	\$8,229,922	1866	4%	-46%
Asian	\$853,687	\$846,265	6	0.43%	-1%
Hispanic	\$1,985	\$383,075	3	0.19%	19199%
Black	\$108,050	\$135,657	9	0.07%	26%
Native American	\$195,258	\$131,496	5	0.07%	-33%
Not Reported	\$29,450	\$29,450	1	0.01%	0%
Grand Total	\$142,902,237	\$196,911,597	2400	100%	38%
Total M/WBE Spend	\$1,158,980	\$1,496,493	23	0.76%	29%

Vendor Registry Vendor Name	M/WBE Status	FY19 Spend
SHI International	Asian	\$ 619,351
Kisinger Campo & Associates Corp.	Hispanic	\$ 358,085
PC Specialists Inc. DBA Technology Integration Group (Asian	\$ 169,773
DKE Marine Services Inc	Native American	\$ 54,000
World Wide Technology	Black	\$ 46,327
Coastal Generators	Native American	\$ 45,175
Northwest Florida Cleaning Solutions	Black	\$ 35,000
vCloud Tech Inc.	Asian	\$ 28,671
PAUL PATRICK ELECTRIC INC.	Native American	\$ 24,721
Tech Advanced Computers	Asian	\$ 21,923
Vision Management Inc.	Black	\$ 20,393
Reasor Building Group	Hispanic	\$ 19,850
Christopher C.Bargaineer concrete construction inc	Black	\$ 11,385
Engineering & Planning Resources PC	Black	\$ 9,923
MCDELT LLC	Black	\$ 9,100
Software Information Resource Corp	Asian	\$ 6,167
Bill Smith Electric	Native American	\$ 5,200
Design Home Builders Inc.	Hispanic	\$ 5,140
Agathos Laboratories Inc.	Black	\$ 3,528
The NDN Companies	Native American	\$ 2,400
Innovative Label Technology Inc.	Asian	\$ 380

Source: Accenture analysis of vendor payment data from eFinancePLUS from October 1, 2017 through September 30 2019, and Vendor Registry data as of 6/29/2020

PCARD SPEND

In FY2019, 50% of the \$1.5 million of goods and services purchased by 213 Escambia County employees via PCard were in 14 categories; the top 4 Departments made 49% of the purchases.

Merchant Category Code Description	Total	% of FY2019 Total	Cumul. % of Total
BOOK STORES	\$215,302	14%	14%
HOME SUPPLY WAREHOUSE STORES	\$68,642	5%	19%
COMPUTERS, COMPUTER PERIPHERAL EQUIPMENT,	\$65,360	4%	23%
MISCELLANEOUS AND RETAIL STORES	\$51,829	3%	27%
ELECTRONIC SALES	\$42,961	3%	30%
INDUSTRIAL SUPPLIES NOT ELSEWHERE CLASSI	\$42,767	3%	33%
HARDWARE STORES	\$36,195	2%	35%
GROCERY STORES, SUPERMARKETS	\$36,131	2%	37%
COMMERCIAL EQUIPMENT, NOT ELSEWHERE CLAS	\$33,744	2%	40%
ELECTRICAL PARTS AND EQUIPMENT	\$33,556	2%	42%
SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$32,922	2%	44%
BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$28,877	2%	46%
WHOLESALE CLUBS	\$28,625	2%	48%
CONSTRUCTION MATERIALS	\$27,114	2%	50%
Remaining MCCs	\$749,115	50%	100%
Grand Total	\$1,493,139		

Department Name	Total	% of FY2019 Total	Cumul. % of Total
BOCC/COUNTY/ADMINISTRATION	\$333,154	22%	22%
FACILITIES MANAGEMENT	\$146,480	10%	32%
DEPT OF COMMUNITY CORRECTIONS	\$126,907	8%	41%
INFORMATION RESOURCES	\$122,629	8%	49%
PUBLIC WORKS	\$121,380	8%	57%
PARKS AND RECREATION	\$111,900	7%	64%
PUBLIC SAFETY	\$99,804	7%	71%
NESD	\$79,536	5%	76%
ENGINEERING	\$68,626	5%	81%
PUBLIC SAFETY-FIRE SERVICES	\$58,455	4%	85%
SOLID WASTES MANAGEMENT	\$41,108	3%	88%
COMMUNITY AFFAIRS /ANIMAL SERVICES	\$40,822	3%	90%
BUILDING INSPECTIONS	\$31,065	2%	93%
HUMAN RESOURCES	\$22,097	1%	94%
ECAT - Escambia County Area Transit	\$14,895	1%	95%
EXTENSION SERVICES	\$13,292	1%	96%
COURT ADMINISTRATION	\$12,651	1%	97%
COMM SERVICES ADMINISTRATION	\$11,653	1%	98%
COMM SERVICES & ECONOMIC DEV	\$9,488	1%	98%
ATTORNEYS OFFICE	\$9,108	1%	99%
OFFICE OF PURCHASING	\$8,856	1%	99%
ADMINISTRATIVE SERVICES	\$5,924	0%	100%
RISK MANAGEMENT	\$3,308	0%	100%
Grand Total	\$1,493,139		

PROCUREMENT CYCLE TIME

Analysis of selected completed procurements over the past two years indicate ITBs are completed in two months on average and RFPs take five months on average; there is significant variation in average cycle times by Department that may be due in part to differences in complexities of purchases.

Solicitation Type	Average Days Between Date received from User Department to Mailing Date	Average Days Between Mailing Date and Opening Date	Average Days Between Opening Date and BOCC Date	Average Total Cycle Time
ITB	10	21	31	62
RLI	34	25	72	131
RFP	71	31	52	154
Grand Total	18	23	42	82

Department	Average Days Between Date received from User Department to Mailing Date	Average Days Between Mailing Date and Opening Date	Average Days Between Opening Date and BOCC Date	Average Total Cycle Time
Natural Resources Management	65	31	75	171
Waste Services	8	20	85	113
Solid Waste	15	24	42	81
Facilities Management	1	18	58	77
Neighborhood & Human Services	1	29	41	71
Management & Budget	10	26	30	65
Public Safety	18	15	30	62
Code Enforcement	3	15	41	59
Engineering	5	24	27	57
Water Quality	7	16	27	50
Extension	6	15	23	44
Grand Total	18	23	42	82

ITB – Invitation to Bid

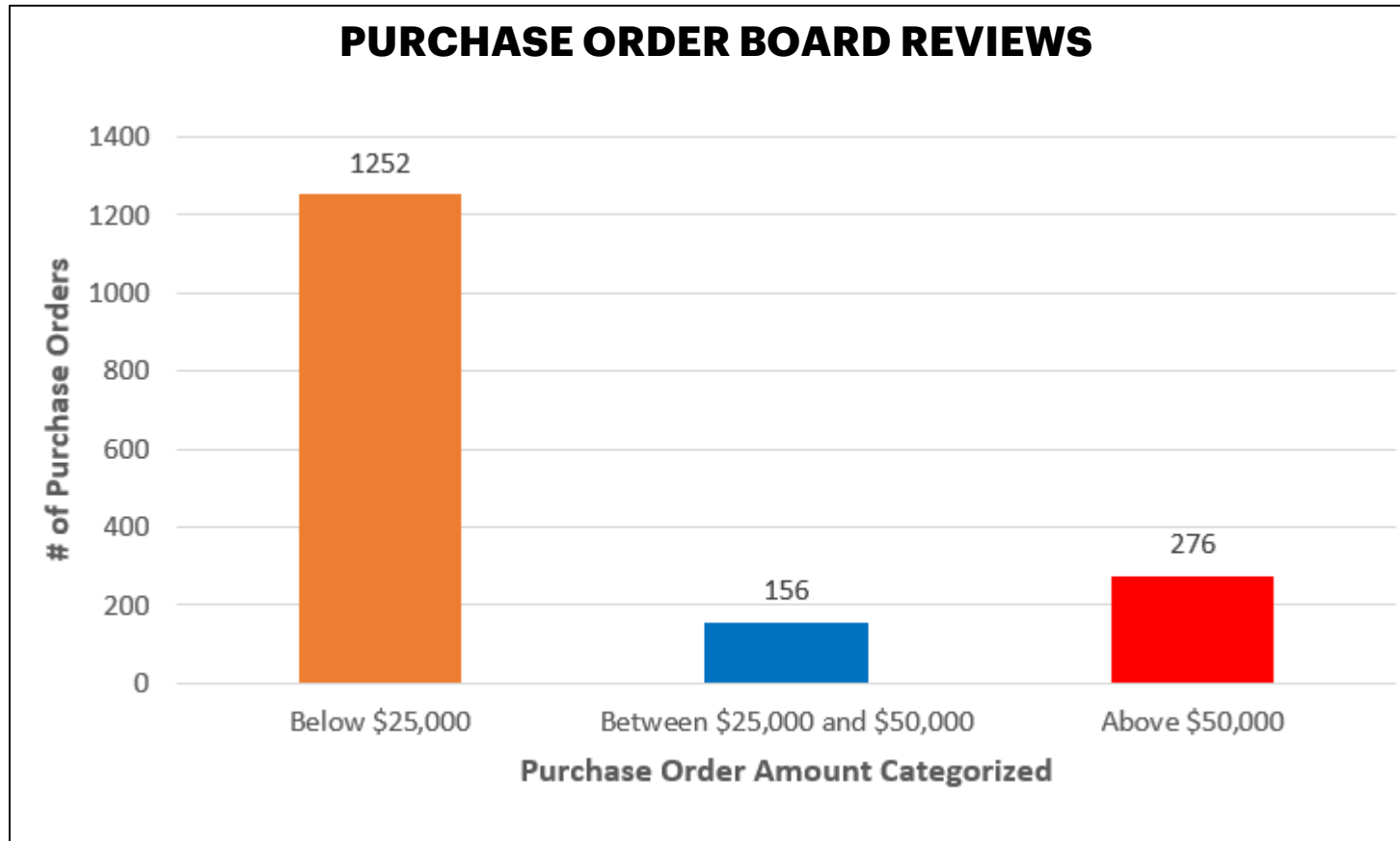
RLI – Request for Letters of Interest

RFP – Request for Proposal

Source: Accenture analysis of procurement timelines provided by Purchasing Office via Contract Log [where dates for key milestones were available](#).

PROCUREMENT APPROVAL ANALYSIS

A review of the FY2020 Purchase Orders to date indicates that moving the Board of County Commissioners approval threshold from \$50,000 to \$25,000 results in a potential 57% increase in the number of Board Recommendations.



Source: Accenture analysis of Escambia County issued Purchase Orders from October 1, 2019 through July 8, 2020 as listed on myEscambia website

The background is a solid red color. Overlaid on this are several sets of thin, white, wavy lines that flow from the left side towards the right. These lines are arranged in a way that they create a sense of movement and depth, with some lines appearing to cross or overlap others. The overall effect is a dynamic and modern aesthetic.

OPPORTUNITIES

The logo for Accenture Consulting, featuring the word "accenture" in a bold, lowercase sans-serif font, followed by "consulting" in a lighter, lowercase sans-serif font. A small, stylized white chevron symbol is positioned above the "t" in "accenture".**accenture**consulting

KEY STATISTICS

Accenture identified 110 opportunities for improvement across the people, process, technology, and policy dimensions, and categorized them by estimated Size of Benefit and Level of Effort to Implement.

110 OPPORTUNITIES IDENTIFIED AND PRIORITIZED BASED ON ESTIMATED SIZE OF BENEFIT AND LEVEL OF EFFORT TO IMPLEMENT

SIZE OF BENEFIT	HIGH	7 OPPORTUNITIES	10 OPPORTUNITIES	8 OPPORTUNITIES
	MEDIUM	3 OPPORTUNITIES	19 OPPORTUNITIES	27 OPPORTUNITIES
	LOW	0 OPPORTUNITIES	17 OPPORTUNITIES	19 OPPORTUNITIES
		HIGH	MEDIUM	LOW
		LEVEL OF EFFORT TO IMPLEMENT		

1.		Procurement Strategy	10	OPPORTUNITIES
2.		Sourcing & Category Management	36	OPPORTUNITIES
3.		Vendor Management	9	OPPORTUNITIES
4.		Transactional Procurement	9	OPPORTUNITIES
6.		Compliance	8	OPPORTUNITIES
7.		Organization, Workforce & Technology	38	OPPORTUNITIES

TOP OPPORTUNITIES

The top opportunities for Escambia County to transform the procurement function range across the people, process, and technology dimensions.

PEOPLE OPPORTUNITIES

- Restructure Purchasing Office organization
- Engage and deploy cross-functional teams to proactively develop and execute Sourcing Strategies for major categories

PROCESS OPPORTUNITIES

- Develop master Sourcing Plan that covers 2 years
- Develop and publish Procurement Scorecard
- Use state term contracts, cooperative agreements, and available GSA Schedules
- Streamline Board Recommendation process and forms
- Implement and enforce process for Departments to provide minimum information required for new procurements
- Use Best Value evaluation approach in solicitations

TECHNOLOGY OPPORTUNITIES

- Deploy integrated Source-to-Pay technology, including Sourcing, Contract Management, Requisition to PO, Accounts Payable, and Inventory Management modules
- Deploy integrated Buyer and Vendor portals

OPPORTUNITY MATRIX

The 110 identified opportunities are plotted in the table below to help Escambia County prioritize pursuing the opportunities based on estimated Size of Benefit and the Level of Effort to Implement; additional details for each opportunity are provided in the Appendix.

LEGEND

1.0

Procurement Strategy

2.0

Sourcing & Category Management

3.0

Vendor Management

4.0

Transactional Procurement

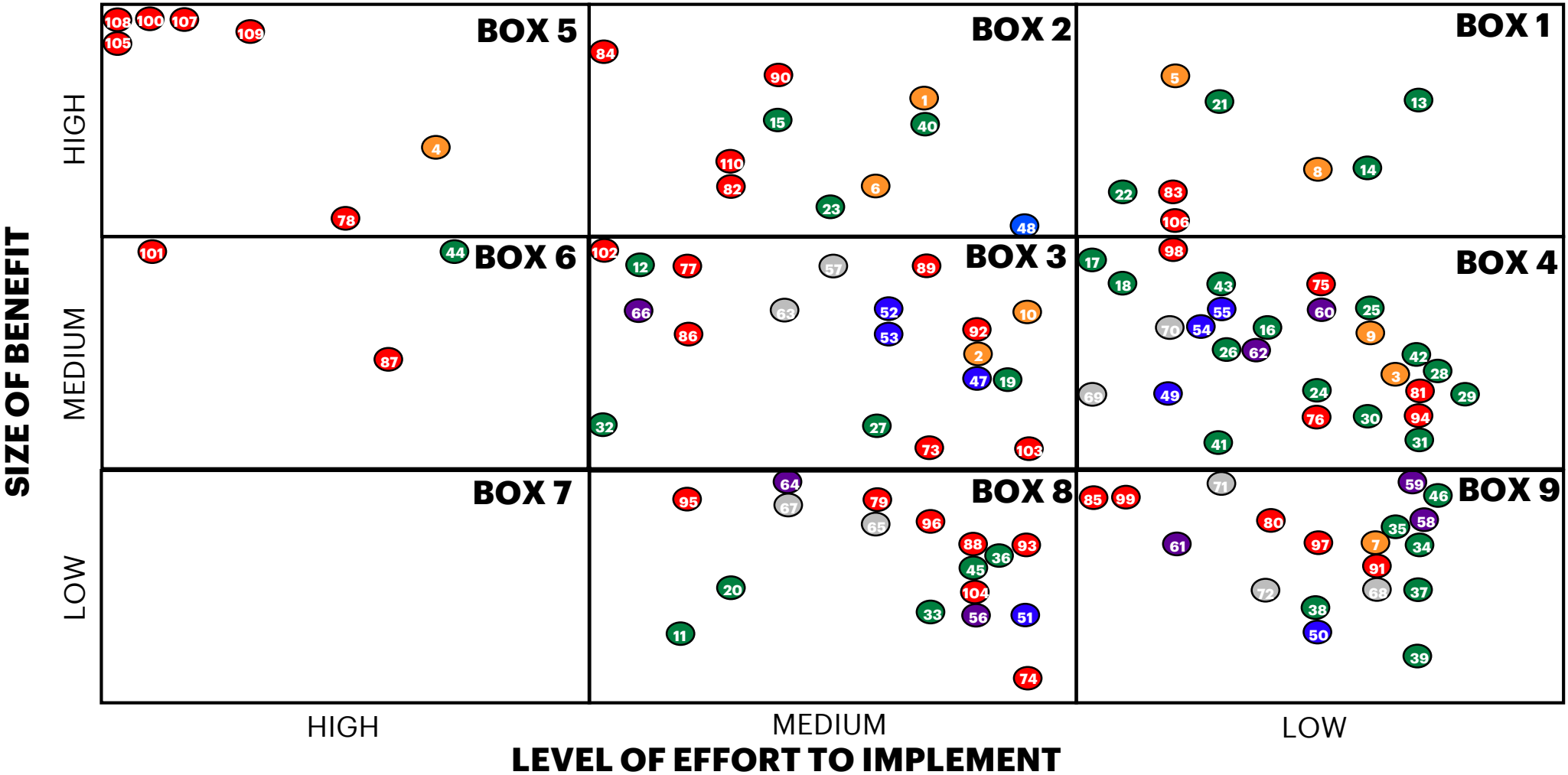
6.0

Compliance

7.0

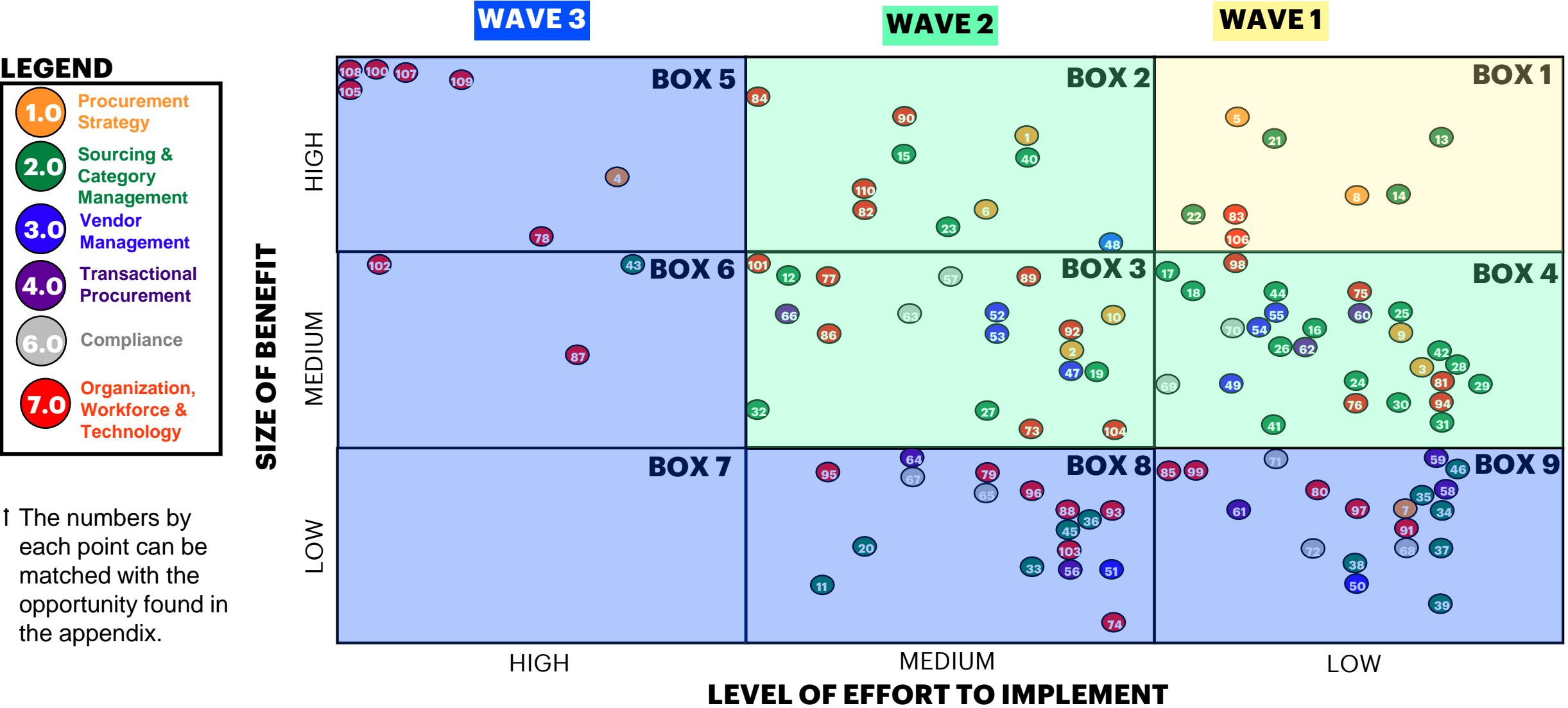
Organization, Workforce & Technology

† The numbers by each point can be matched with the opportunity found in the appendix.



TRANSFORMATION ROADMAP

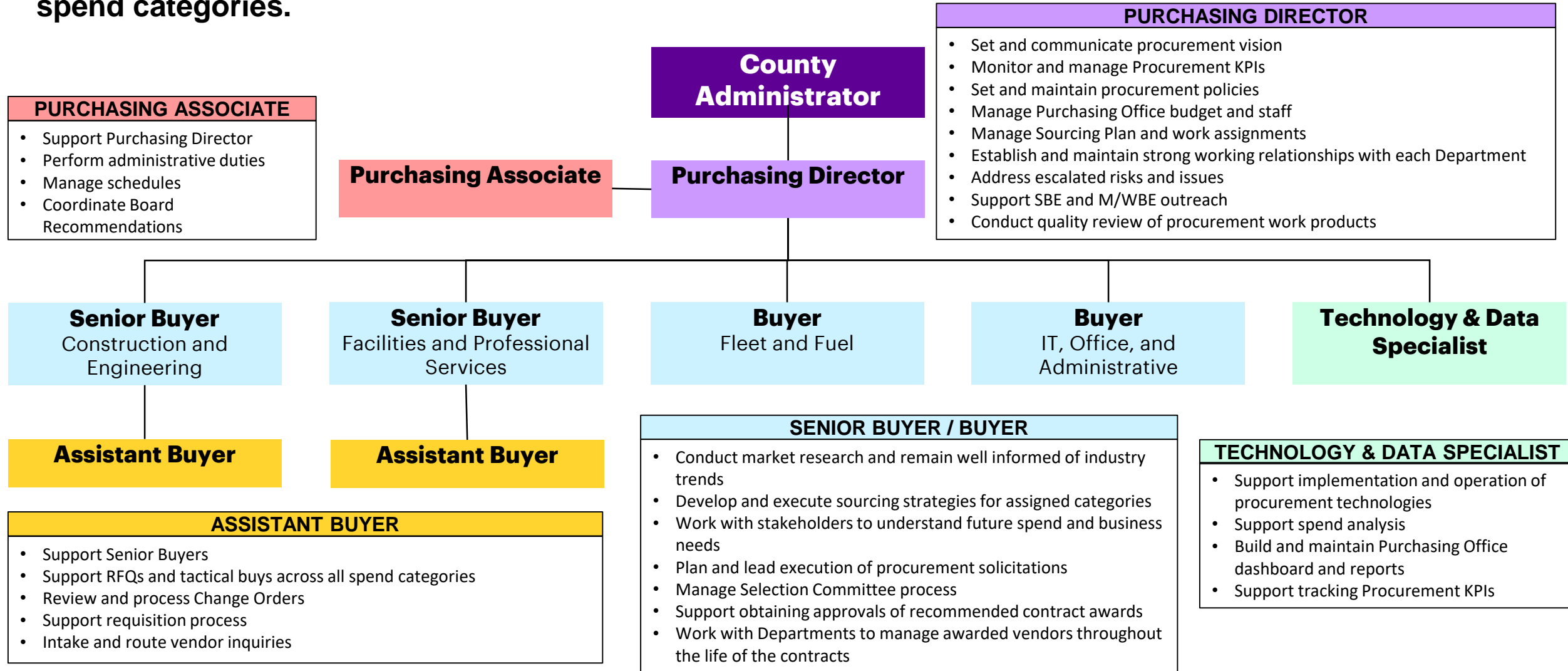
To optimize its return on investment and manage the transformation of its procurement function over time, Escambia County should consider pursuing the identified opportunities in three waves.



† The numbers by each point can be matched with the opportunity found in the appendix.











































FUTURE STATE PURCHASING OFFICE STRUCTURE

The recommended future Purchasing Office organization structure would be led by a Purchasing Director, include a position that focuses on technology and data analytics, and have the Buyers aligned to major spend categories.



COMPARISON OF SOURCE-TO-PAY 2P TECHNOLOGIES

Escambia County should consider established Source-to-Pay technology platforms as well as niche solutions to determine the best fit for its Source-to-Pay needs and budget.

Technology Provider	Overall Capability*	Ease of Use	Ease of Integration	Functionality	Range of Customization & Configuration	Product Innovation Roadmap	Key Differentiators
							<ul style="list-style-type: none"> • Full end to end S2P and 3rd party risk solution, largest supplier network • Intuitive UI closest to an 'Amazon-like' buying experience • Leader in North America clients with 150+ global deployments
							<ul style="list-style-type: none"> • Full end to end S2P and 3rd party risk solution • Flexible configuration, allows single-instance customization • Client focused solution with high retention rate and user adoption
							<ul style="list-style-type: none"> • Full end to end S2P and 3rd party risk solution • Flexible customization, allows single-instance customization
							<ul style="list-style-type: none"> • Standard end to end S2P and 3rd party risk solution; strong contract and invoice solution • Native connection with Oracle ERP platform
							<ul style="list-style-type: none"> • Full end to end S2P and 3rd party risk solution, 2nd largest supplier network • Guided Buy delivers a centralized, intuitive buying portal • Native connection will full SAP ERP and S/4 HANA suite • Leader in North America clients with largest number of global deployments
							<ul style="list-style-type: none"> • Strong source to contract analytics solution • Integration with Salesforce for contracts; Dun & Bradstreet for spend analysis

 Very High
  High
  Medium
  Low

Note: Ratings based on Accenture implementation experience; Technology providers are listed in alphabetical order



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18435

County Attorney's Report 8. 1.

BCC Regular Meeting

Action

Meeting Date: 08/20/2020

Issue: Recommendation Concerning Escambia County State of Local Emergency

From: ALISON ROGERS, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following actions:

- A. Ratification of Escambia County State of Local Emergency Resolution R2020-102; and
- B. Extension of Escambia County State of Local Emergency.

BACKGROUND:

Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the Board has continued under a state of local emergency pursuant to ch. 37 of the Escambia Code of Ordinances and ch. 252, Fla. Stat. since March 16, 2020. During the state of local emergency, the Chairman of the Board executed an extension of the state of local emergency.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents have been reviewed and approved by County Attorney Alison Rogers.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R2020-102

Resolution

RESOLUTION R2020-102
DECLARATION OF STATE OF LOCAL EMERGENCY

**A RESOLUTION OF THE VICE CHAIRMAN OF THE BOARD OF COUNTY
COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION
OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS
DISEASE 2019 (COVID-19)**

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 (“COVID-19”) threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as “high”, both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Vice Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52, R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80, R2020-81, R2020-93, R2020-94, R2020-95 and R2020-100, declaring a state of local emergency that shall expire at 1:59 p.m. on the 17th day of August 2020; and

WHEREAS, the Vice Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Vice Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 17th day of August, 2020, and to expire at 1:59 p.m., central daylight time, on the 24th day of August, 2020.
3. The Vice Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.
6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.
7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 11th day of August, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: 
Robert Bender, Vice Chairman

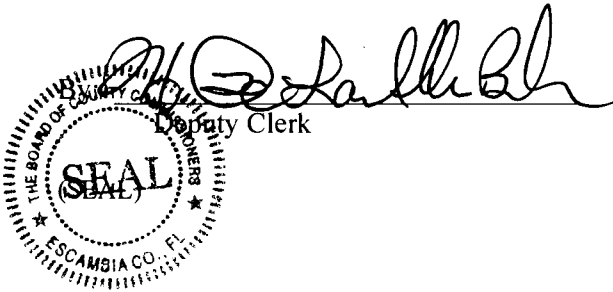
ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed

8/11/2020

Approved as to form and legal
sufficiency.

By/Title: 
Date: 8/11/2020





FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

August 12, 2020

Honorable Pam Childers
Clerk of the Circuit Court and Comptroller
Escambia County
Suite 130
221 Palafox Place
Pensacola, Florida 32502-5843

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-102, which was filed in this office on August 12, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-_____
DECLARATION OF STATE OF LOCAL EMERGENCY

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA
COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL
EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019
(COVID-19)**

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 (“COVID-19”) threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as “high”, both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52 , R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80, R2020-81, R2020-93, R2020-94, R2020-95, R2020-100 and R2020-102 declaring a state of local emergency that shall expire at 1:59 p.m. on the 24th day of August 2020; and

WHEREAS, the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 24th day of August, 2020, and to expire at 1:59 p.m., central daylight time, on the 31st day of August, 2020.
3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.
6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.
7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this _____ day of August, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)