

**CITY OF  
BLOOMINGTON  
CITY COUNCIL -  
REGULAR SESSION  
MEETING  
NOVEMBER 25, 2024**



## COMPONENTS OF THE COUNCIL AGENDA

### RECOGNITION AND PROCLAMATION

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

### PUBLIC HEARING

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

### PUBLIC COMMENT

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

### CONSENT AGENDA

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

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

### REGULAR AGENDA

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

### MAYOR AND COUNCIL MEMBERS

**Mayor** - Mboka Mwilambwe

#### **City Council Members**

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

**City Manager** - Jeff Jurgens

**Sr. Deputy City Manager** - Billy Tyus

**Deputy City Manager** - Sue McLaughlin

### CITY LOGO DESIGN RATIONALE

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

#### **MISSION, VISION, AND VALUE STATEMENT**

##### **MISSION**

To Lead, Serve and Uplift the City of Bloomington

##### **VISION**

A Jewel of the Midwest Cities

##### **VALUES**

Service-Centered, Results-Driven, Inclusive

#### **STRATEGIC PLAN GOALS**

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA  
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400  
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701  
MONDAY, NOVEMBER 25, 2024, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
- 6. Public Comment**

*Individuals wishing to provide emailed public comment must email comments to [publiccomment@cityblm.org](mailto:publiccomment@cityblm.org) at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at [www.cityblm.org/register](http://www.cityblm.org/register) at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.*

- 7. Public Hearings**
- 8. Consent Agenda**

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

- A. Consideration and Action to Approve the Minutes of the October 28, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$12,175,655.15, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on Approving Reappointment to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed reappointment be approved.)*
- D. Consideration and Action on a Resolution Approving the Purchase of Network Uninterruptible Power Supplies (UPS) from Anixter, Inc., in the Amount of \$50,355.06, as requested by the Information Technology Department. *(Recommended Motion: The proposed Resolution be approved.)*
- E. Consideration and Action on a Resolution Approving the Purchase of 75 HP Elite Mini Desktops with 3-Year Hardware Support, from HP, Inc., in the Amount of

\$60,000.75, as requested by the Information Technology Department.

*(Recommended Motion: That the Resolution be approved.)*

- F. Consideration and Action on a Resolution Approving the Purchase and Installation of Water Quality Testing Equipment, Hardware, and Software from YSI, Inc., in the Amount of \$81,346.13, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Study to Evaluate the Conversion of the Existing Quicklime System to a Hydrated Lime System at the Water Treatment Plant, in an Amount Not to Exceed \$74,300, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and Action on a Resolution Approving the Expansion of the Automatic License Plate Reader (ALPR) Program to Work in Conjunction with the Public Safety Camera System (PSCS) through the Purchase of 14 Additional Flock, Inc. Cameras and one Solar Falcon LR, in the Amount of \$104,850, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Town of Normal for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment on the Town's Water Tower at Fort Jesse Road, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- J. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment at 2015 W. Oakland Avenue and 1 Tiehack Circle, in the Amount Not to Exceed \$120 Annually, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- K. Consideration and Action on a Resolution Approving the Closure of State Highway Business 51 for the Jaycees Holiday Parade Event on December 7, 2024, to be Held from 10:00 A.M. to 11:30 A.M., as requested by the Department of Community Impact & Enhancement. *(Recommended Motion: The proposed Resolution be approved.)*
- L. Consideration and Action on an Ordinance Denying the Application for a Special Use Permit for a Vehicle Sales & Service Use in the B-1 (General Commercial) District, for the Property Located at 1513 Morrissey Drive, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and Action on a Resolution Approving a Construction Agreement with George Gildner, Inc., for the Ridgewood Terrance Water Main Replacement Construction Project (Bid #2025-18), in the Amount of \$298,089.30, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- N. Consideration and Action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Ninth Addition, as requested by the Department of Operations &

Engineering Services. (*Recommended Motion: The proposed Ordinance be approved.*)

**9. Regular Agenda**

- A. Presentation of the FY 2024 Annual Comprehensive Financial Report, Delivered by the Audit Firm, Baker Tilly Virchow Krause, LLP, as requested by the Finance Department. (*Recommended Motion: None; Presentation only.*) (*Presentation by Scott Rathbun, Finance Director; and Michael Malatt, Partner at Baker Tilly, 10 minutes; and City Council Discussion, 5 minutes.*)

**10. Finance Director's Report**

<https://www.cityblm.org/government/advanced-components/documents/-folder-145>

**11. City Manager's Discussion**

**12. Mayor's Discussion**

**13. Council Member's Discussion**

**14. Executive Session**

**15. Adjournment**

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



**CONSENT AGENDA ITEM NO. 8.A.**

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve the Minutes of the October 28, 2024, Regular City Council Meeting, as requested by the City Clerk Department.

**RECOMMENDED MOTION:** The proposed Minutes be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

**ATTACHMENTS:**

[CLK 1B Minutes](#)



**MINUTES**  
**CITY COUNCIL - REGULAR SESSION**  
**MONDAY, OCTOBER 28, 2024 6:00 P.M.**

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M., Monday, October 28, 2024. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

**Roll Call**

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

**Council Member Becker made a motion, seconded by Council Member Ward, to allow Council Member Boelen to attend the meeting remotely due to illness.**

**Mayor Mwilambwe directed the Clerk to call roll:**

**AYES:** Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Crumpler

**Motion carried.**

Council Member Boelen joined remotely at 6:02 P.M.

**Recognition/Appointments**

Item 5.A. Presentation of the City of Bloomington Police Department Police Officer Commission Certificates to Officer Matthew Tribley, Officer Khyle Hosh, and Officer Spencer Busch Upon Completion of Their Probationary Period, as requested by the Police Department.

Police Chief Jamal Simington introduced Officers Matthew Tribley, Khyle Hosh, and Spencer Busch and presented each with their Police Officer Commission Certificates.

Item 5.B. Presentation of the Winners of the 2024 City of Bloomington Beautification Awards, as requested by the Citizens' Beautification Committee.

Jeff Hindman, Superintendent of Park Maintenance, thanked the Citizen's Beautification Committee for their efforts. He introduced Gina Lavazza, Citizens' Beautification Committee Chair. Mrs. Lavazza presented awards to the following businesses: Parkview Inn (1003 S. Morris Avenue) and Red Raccoon Games (301 N. Main Street). She then presented awards to the following residences winners: the Shephards (1007 S. Morris Avenue); Julia Sutherland (501 E. Olive Street); Mary Anderson (1311 W. Seminary Avenue); Jeff and Melissa Schnake (3304 Carrington Lane); and Mr. Harlan Hieser and Mrs. Jane Hieser (1009 N. Morris Avenue).

Mayor Mwilambwe thanked Chair Lavazza, the Committee, businesses, and community members for their efforts within the community.

Item 5.C. Recognition of Board & Commission Reappointments, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the reappointments of Angelique Racki to the Cultural Commission and William Bennett to the Public Safety & Community Relations Board.

### **Public Comment**

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Surena Fish, Diane Landry, and Scott Stimeling spoke in person.

### **Public Hearings**

Item 7.A. **POSTPONED TO 12/9/2024 COUNCIL:** Public Hearing on an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN: 21-18-153-009, as requested by the Economic & Community Development Department.

City Clerk Leslie Yocum noted that the Item will be postponed to the December 9, 2024, Council meeting and additional notices would go out.

### **Consent Agenda**

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

**Council Member Hendricks made a motion, seconded by Council Member Ward, to approve the Consent Agenda as presented.**

Item 8.A. Consideration and Action to Approve the Minutes of the September 23, 2024 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$11,385,843.34, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 8.D. Consideration and Action on a Resolution Approving the Purchase of Syngenta, BASF, and ENVU (Bayer) Chemicals from Marubeni America Corporation, d/b/a Helena Agri Enterprises, LLC, in an Amount Not to Exceed \$220,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

### **RESOLUTION NO. 2024 – 058**

#### **A RESOLUTION APPROVING THE PURCHASE OF SYNGENTA, BASF, AND ENVU (BAYER) CHEMICALS FROM MARUBENI AMERICA CORPORATION, D/B/A HELENA AGRI ENTERPRISES, LLC, IN AN AMOUNT NOT TO EXCEED \$220,000**

Item 8.E. Consideration and Action on a Resolution Approving the Purchase of Additional Property Insurance Premium/Coverage for the Recently Acquired 1706 Morrissey Drive, from Arthur Gallagher Risk Management Services, LLC, in the Amount of \$18,411, as requested by

the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 059**

**A RESOLUTION APPROVING THE PURCHASE OF ADDITIONAL PROPERTY INSURANCE PREMIUM/COVERAGE FOR THE RECENTLY ACQUIRED 1706 MORRISEY DRIVE, FROM ARTHUR GALLAGHER RISK MANAGEMENT SERVICES, LLC, IN THE AMOUNT OF \$18,411**

Item 8.F. Consideration and Action on a Resolution Approving (1) the Purchase of a 2024 Vermeer SC70TX Stump Grinder and a 2024 Vermeer BC-1800XL Chipper from Vermeer Midwest, in the Amount of \$166,546.48; and, (2) Approving the Surplus Property Trade-in of the 1995 Vermeer Stump Grinder and the 2003 Vermeer Wood Chipper, as requested by the Parks & Recreation Department and the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 060**

**A RESOLUTION APPROVING (1) THE PURCHASE OF VERMEER SC70TX STUMP GRINDER AND VERMEER BC-1800XL CHIPPER FROM VERMEER MIDWEST, IN THE AMOUNT OF \$166,546.48; AND, (2) APPROVING THE SURPLUS PROPERTY TRADE-IN OF THE 1995 VERMEER STUMP GRINDER AND THE 2003 VERMEER WOOD CHIPPER**

Item 8.G. Consideration and Action to Approve a Resolution Approving a Change Order for the Fiscal Year 2025 Bloomington Ice Arena and Lincoln Parking Facilities Camera Project from Scientel Solutions, LLC, in the Amount of \$25,004.55, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 061**

**A RESOLUTION APPROVING A CHANGE ORDER FOR THE FISCAL YEAR 2025 BLOOMINGTON ICE ARENA AND LINCOLN PARKING FACILITIES CAMERA PROJECT FROM SCIENTEL SOLUTIONS, LLC, IN THE AMOUNT OF \$25,004.55**

Item 8.H. Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Study to Evaluate the Conversion of the Existing Electrical System at the Water Treatment Plant, in an Amount Not to Exceed \$75,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 062**

**A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC., FOR A STUDY TO EVALUATE THE CONVERSION OF THE EXISTING ELECTRICAL SYSTEM AT THE WATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED \$75,000**

Item 8.I. Consideration and Action on a Resolution Approving an Agreement with Evergreen FS, from November 1, 2024, through October 31, 2025, for Citywide Gasoline & Diesel Fuel (Bid #2025-16), in an Amount Not to Exceed \$2,000,000, with the Option of Four One-Year Renewals, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 063**

**A RESOLUTION APPROVING AN AGREEMENT WITH EVERGREEN FS, FROM NOVEMBER 1, 2024, THROUGH OCTOBER 31, 2025, FOR CITYWIDE GASOLINE &**

**DIESEL FUEL (BID #2025-16), IN AN AMOUNT NOT TO EXCEED \$2,000,000, WITH THE  
OPTION OF FOUR ONE-YEAR RENEWALS**

Item 8.J. Consideration and Action on a Resolution Approving an Intergovernmental Agreement Between the City of Bloomington, the Town of Normal, and the County of McLean, IL for the 2025 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 064**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF BLOOMINGTON, THE TOWN OF NORMAL, AND THE COUNTY OF MCLEAN, IL  
FOR THE 2025 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD**

**(GRANT #13686637)**

Item 8.K. Consideration and Action on a Resolution Approving the Waiver of Certain Municipal Permit Fees for the Construction of the Proposed New Boys & Girls Club of Bloomington Normal at Sunnyside Park, as requested by the Administration Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 065**

**A RESOLUTION APPROVING THE WAIVER OF CERTAIN MUNICIPAL PERMIT FEES FOR  
THE CONSTRUCTION OF THE PROPOSED NEW BOYS & GIRLS CLUB OF  
BLOOMINGTON NORMAL AT SUNNYSIDE PARK**

Item 8.L. Consideration and Action on a Resolution Approving a Worker's Compensation Settlement Involving Former Bloomington Police Department Officer Robert McKinney, in the Amount of \$152,552.75, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2024 – 066**

**A RESOLUTION APPROVING A WORKER'S COMPENSATION SETTLEMENT INVOLVING  
FORMER BLOOMINGTON POLICE DEPARTMENT OFFICER ROBERT MCKINNEY, IN  
THE AMOUNT OF \$152,552.75**

Item 8.M. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2025, in the Amount of \$138,240, and 2) a Resolution Approving the Purchase of Solar LED Off-Grid Systems and LED Fixtures for Street Lighting, from Graybar, in the Amount of \$138,696.80, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department. (Recommended Motion: The proposed Ordinance and Resolution be approved.)

**ORDINANCE NO. 2024 – 080**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR  
ENDING APRIL 30, 2025, IN THE AMOUNT OF \$138,240**

**RESOLUTION NO. 2024 – 067**

**A RESOLUTION APPROVING THE PURCHASE OF SOLAR LED OFF-GRID SYSTEMS  
AND LED FIXTURES FOR STREET LIGHTING, FROM GRAYBAR, IN THE AMOUNT OF  
\$138,696.80**

Item 8.N. Consideration and Action on an Ordinance Approving a Third Amendment to the Economic Incentive Agreement By and Between the City of Bloomington, Illinois, and Forgetful Friends, LLC, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2024 – 081**

**AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, AND FORGETFUL FRIENDS, LLC**

Item 8.O. Consideration and Action on an Ordinance Approving a Special Use Permit for a School (Public) in the D-2 (Downtown Transitional) District, for the Property Located at 301 W. Washington Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2024 – 082**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SCHOOL (PUBLIC) IN THE D-2 (DOWNTOWN TRANSITIONAL) DISTRICT, FOR THE PROPERTY LOCATED AT 301 W. WASHINGTON STREET**

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried.**

**Regular Agenda**

*The following item was presented:*

Item 9.A. Consideration and Action on a Resolution Approving an Engagement Agreement with Mesirow Financial, Inc., for Municipal Bond Advisory Services Related to the City's Potential Borrowing Needs, as requested by the Finance Department.

City Manager Jeff Jurgens provided a brief overview of the Item's objectives and then passed to Finance Director, Scott Rathbun. Director Rathbun highlighted the location of City debt information resources for the community. He outlined the General Obligation Bonds (GO), Loan Payable, Capital Lease Payable, and Note Payable from the FY2023 Annual Comprehensive Financial Report total debt summary audit. He highlighted GO Bond comparisons for other municipalities. Director Rathbun discussed the 20-year projection for the Capital Improvement Plan and the need for the expertise of Mesirow Financial, Inc., and the City credit ratings. He noted the engagement would not authorize any borrowing at the time but was related to advisement assistance and future potential borrowings.

Council Member Montney asked the spending with Mesirow Financial for the Bloomington Public Library. Director Rathbun shared that they only charge for an issuance and the charge for the Library was between \$30,000 to \$40,000.

**Council Member Ward made a motion, seconded by Council Member Crumpler, to approve the Item as presented.**

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried.**

## RESOLUTION NO. 2024 - 068

### A RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT WITH MESIROW FINANCIAL, INC., FOR MUNICIPAL BOND ADVISORY SERVICES RELATED TO THE CITY'S POTENTIAL BORROWING NEEDS

#### Finance Director's Report

Scott Rathbun, Finance Director, presented the Fiscal Year ("FY") Financial Summary as of September 30, 2024. He highlighted major tax revenues, compared last year's figures, and discussed year-to-date figures and encumbrances. He summarized FY2025 General Fund Revenues and Expenditures, Enterprise Funds, and Water Fund expenditures and revenues. He concluded by noting where to locate City budget materials.

#### City Manager's Discussion

City Manager Jeff Jurgens provided updates on the coalition working to address homelessness and shared plans for the upcoming winter. He expressed his appreciation for Council and community agencies to address the issue. He highlighted the Continuous improvement initiatives within the City. He highlighted the Arts & Entertainment events over the weekend.

#### Mayor's Discussion

No Mayor discussion was held.

#### Council Member's Discussion

No Council Member discussions were held.

#### Executive Session

No Executive Session was held.

#### Adjournment

**Council Member Hendricks made a motion, seconded by Council Member Danenberger, to adjourn the meeting.**

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried (viva voce).**

The meeting adjourned at 6:57 P.M.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk



**CONSENT AGENDA ITEM NO. 8.B.**

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on Approving Bills and Payroll in the Amount of \$12,175,655.15, as requested by the Finance Department.

**RECOMMENDED MOTION:** The proposed Bills and Payroll be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Total disbursements to be approved \$12,175,655.15 (Payroll total \$3,371,739.41 Accounts Payable total \$8,243,114.31, Bank Transfers total \$207,178.28, and Procurement Card Purchases total \$353,623.15).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

**ATTACHMENTS:**

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

## CITY OF BLOOMINGTON FINANCE REPORT

### PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/15/2024	\$ 2,747,062.25	\$ 624,677.16	\$ 3,371,739.41
			\$ -
Off Cycle Adjustments	\$ -	\$ -	\$ -
<b>PAYROLL TOTAL</b>			<b>\$ 3,371,739.41</b>

### ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
11/25/2024	AP General	\$ 7,190,010.10
11/25/2024	AP JMScott	\$ -
11/25/2024	AP Comm Devel	\$ 154,859.69
11/25/2024	AP IHDA	\$ 2,850.00
11/25/2024	AP Library	\$ 42,632.13
11/25/2024	AP MFT	\$ 7,594.45
11/07/24-11/14/24	Out of Cycle AP	\$ 845,167.94
09/20/24-11/01/24	AP Bank Transfers	\$ 207,178.28
<b>AP TOTAL</b>		<b>\$ 8,450,292.59</b>

### PCARDS

8/02/24 - 9/02/24	\$181,087.62
9/03/24 - 10/01/24	\$172,535.53
<b>PCARD TOTAL</b>	<b>\$353,623.15</b>

<b>GRAND TOTAL</b>	<b>\$ 12,175,655.15</b>
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Respectfully,

**F Scott Rathbun**  
Director of Finance



**CONSENT AGENDA ITEM NO. 8.C.**

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on Approving Reappointment to Boards & Commissions , as requested by the Administration Department.

**RECOMMENDED MOTION:** The proposed reappointment be approved.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the reappointment of:

McLean County Regional Planning Commission: Katie Ruder's reappointment is effective 01-01-25, with an expiration date of 12-31-27.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Mayor contacts all recommended reappointment.

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

**ATTACHMENTS:**

[ADM 1B B&C Roster](#)

MCLEAN COUNTY REGIONAL PLANNING COMMISSION ROSTER

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Regional Planning Commission	COB Staff Person						false
Active	Regional Planning Commission	COB Rep	Katie	Ruder	12/31/2024		2023	true
Active	Regional Planning Commission	COB Rep	Ron	Lesser	12/31/2026	11/28/2022	2022	true



## CONSENT AGENDA ITEM NO. 8.D.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving the Purchase of Network Uninterruptible Power Supplies (UPS) from Anixter, Inc., in the Amount of \$50,355.06, as requested by the Information Technology Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The City is heavily reliant on uninterrupted power supplies to sustain critical operations, such as servers and network infrastructure, and is imperative to address several Uninterruptible Power Supply (UPS) units that are nearing or past their operational life. The decision to replace these aging UPS units is justified by their end-of-life status, diminished performance, and increased maintenance costs. Replacing these units will enhance reliability, efficiency, and resilience, thereby safeguarding its critical assets and maintaining uninterrupted operations in the face of power-related challenges.

Many of the UPS units currently in use have reached, or are nearing, the end of their operational lifespan. Over time, the components within these units degrade, leading to an increased risk of failure and compromised reliability. Given their end-of-life status, continuing to rely on these aging UPS units poses significant operational risks and undermines the organization's ability to maintain continuous uptime.

With age, UPS units experience a decline in performance and efficiency. Batteries lose their ability to hold a charge effectively, resulting in reduced runtime during power outages. Moreover, internal components may become prone to overheating or failure, further diminishing the reliability of the UPS units. This diminished performance not only jeopardizes the protection of critical equipment but also increases the likelihood of unplanned downtime and data loss.

As UPS units approach the end of their lifespan, they typically require more frequent maintenance and repairs to address emerging issues and prolong their operational viability. The escalating maintenance costs associated with aging UPS units become economically unsustainable over time, especially when compared to the investment required for modern replacements. By replacing these units, the organization can mitigate the ongoing financial burden of maintaining outdated infrastructure and allocate resources more efficiently.

The City will utilize pricing under the Government Sourcewell Joint Purchasing Contract #091422-WES - valid through 11/08/2026.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the City will purchase Network Uninterruptible Power Supplies, in the amount of \$50,355.06 using Government Sourcewell Contract #091422-WES. A budget transfer to move \$50,355.06 from the Information Technology-Capital Outlay Office & Computer Equipment account (10011610-72120) to the Information Technology-Office Supplies account (10011610-71010), as these items do not meet the City asset threshold policy of \$5,000 or more. The purchase will be paid from the Information Technology-Office Supplies account (10011610-71010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 164.

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

**ATTACHMENTS:**

[IT 1B Resolution](#)

[IT 1C Resolution Exhibit A](#)

[IT 1D WESCO Contract 091422](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF NETWORK UNINTERRUPTIBLE POWER SUPPLIES (UPS) FROM ANIXTER INC., IN THE AMOUNT OF 50,355.06**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the purchase of Network Uninterruptible Power Supplies (PURCHASE), in the amount of \$50,355.06; and

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

**WHEREAS**, the City is heavily reliant on uninterrupted power supplies to sustain critical operations, such as servers and network infrastructure, and is imperative to address several Uninterruptible Power Supply (UPS) units that are nearing or past their operational life; and

**WHEREAS**, the PURCHASE consists of Network Uninterruptible Power Supplies; and

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

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

**PASSED** this 25th day of November 2024.

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

# EXHIBIT A QUOTATION

Date: 10/18/2024  
Quote #: Q00D09JY  
Customer: 509041

Anixter Inc. (a WESCO Company)  
Send Purchase Orders to Anixter Inc.  
2301 Patriot Blvd. Glenview, IL 60026

## Customer

CITY OF BLOOMINGTON  
115 E WASHINGTON ST #301  
BLOOMINGTON, IL 61701  
Steve Mattis  
Phone: 815.509.4260  
Fax: --  
Email: smattis@cityblm.org

COB Additional UPS' Needed

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	7	10363964 EATON POWE 9PX1500RTN-L LITHIUM-ION UPS, 1500VA, 2U, 1350W, 5-15P, 8X5-15R, 120V, NETWORK CARD Government Contract #: 091422-WES	EA	2416.72	16,917.04
2	4	10363970 EATON POWE 9PX2000RTN-L LITHIUM-ION UPS, 2000VA, 2U, 1800W, 5-20P, 6X5-20R, 120V, NETWORK CARD Government Contract #: 091422-WES	EA	2640.00	10,560.00
3	11	10265336 AMER PWR SMTL1500RM3UCNC UPS, 1500VA, 110/120/125V, LITHIUM-ION, 6XNEMA 5-15R, NETWORK CARD Government Contract #: 091422-WES	EA	2079.82	22,878.02
Quote Total:					50,355.06

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT [WWW.ANIXTER.COM/TERMSANDCONDITIONS](http://WWW.ANIXTER.COM/TERMSANDCONDITIONS) ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

# QUOTATION

**Date:** 10/18/2024  
**Quote #:** Q00D09JY  
**Customer:** 509041

Anixter Inc. (a WESCO Company)  
Send Purchase Orders to Anixter Inc.  
2301 Patriot Blvd. Glenview, IL 60026

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COB Additional UPS' Needed

**TERMS** NET30  
**Freight Terms:** PPD/CHARGE  
**Shipment:**  
**Notes:**  
**Currency:** USD

Please refer all inquiries to:

**Cody Brackett**  
Phone: (859)788-4195  
Mobile: --  
Fax: --  
Cody.Brackett@anixter.wescodist.com

2472 Fortune Drive  
LEXINGTON, KY 40509  
US

**Comments:**

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT [WWW.ANIXTER.COM/TERMSANDCONDITIONS](http://WWW.ANIXTER.COM/TERMSANDCONDITIONS) ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

**Solicitation Number: RFP #091422****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WESCO Distribution, Inc., 225 West Station Square Dr., Pittsburgh, PA 15219 (Supplier).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, to the extent and for the duration the manufacturer or service provider so warrants, are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Except for the foregoing, supplier disclaims and excludes any and all other warranties regarding goods and services, express or implied, including, without limitation, the implied warranty of merchantability and fitness for a particular purpose.

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier, Sourcewell, or a Participating Entity be entitled to lost profits, liquidated, incidental, or consequential damages, even where specifically contemplated or known.

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control, including, but not limited to, epidemics, pandemics, or national or global supply chain shortages. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

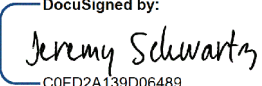
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

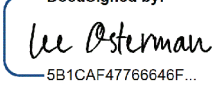
## 22. CANCELLATION

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


Sourcewell

WESCO Distribution, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/4/2022 | 2:12 PM CDT

DocuSigned by:  
  
By: 5B1CAF47766646F...  
Lee Osterman  
Title: VP Sales-Government  
Date: 11/10/2022 | 1:10 PM CST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/10/2022 | 1:12 PM CST

# RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

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## Vendor Details

Company Name: WESCO Distribution, Inc.

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

Address: 225 West Station Square Dr  
Pittsburgh, PA 15219

Contact: Eric Anderson

Email: eanderson@wesco.com

Phone: 925-822-3578

Fax: 925-822-3578

HST#: 25-1723345

## Submission Details

Created On: Tuesday July 26, 2022 08:57:44

Submitted On: Tuesday September 13, 2022 09:08:41

Submitted By: Eric Anderson

Email: eanderson@wesco.com

Transaction #: 0745c98e-521c-4162-97ec-0dfe186bf1e3

Submitter's IP Address: 136.226.79.5

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Wesco Distribution, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Anixter, Inc., Communications Supply Corporation (CSC), Wesco Distribution-Canada, Wesco Services, LLC, Hill Country Electric Supply.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Wesco Energy Solutions, Avon Electric, Brown Wholesale, EESCO, Needham Electric Supply. For a complete listing of divisions, DBA's and affiliates, please use this link to the Financial Report <a href="https://investors.wesco.com/financial-information/annual-reports/default.aspx">https://investors.wesco.com/financial-information/annual-reports/default.aspx</a>	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	05CF2	*
5	Proposer Physical Address:	225 West Station Square Dr., Pittsburgh, PA 15219	*
6	Proposer website address (or addresses):	<a href="http://www.wesco.com">www.wesco.com</a>	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Lee Osterman, VP Sales – Government, <a href="mailto:losterman@wesco.com">losterman@wesco.com</a> , 240-277-8159	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rob Bezjak, Senior Director/GM SLED Business, <a href="mailto:rbezjak@wesco.com">rbezjak@wesco.com</a> , 314-402-4732	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eric Anderson, SLED Business and Contracts Manager, <a href="mailto:eanderson@wesco.com">eanderson@wesco.com</a> , 925-822-3578	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 1957, Wesco Distribution Inc. (Wesco) has engaged in programs addressing the needs of large, multi-location customers in a variety of markets – from manufacturing and process industries to utilities, retailers, home builders, contractors, healthcare and educational institutions, and the government. 2021 annual sales were approximately \$16 billion. The Company employs approximately 18,000 people, maintains relationships with over 34,000 suppliers, and serves more than 180,000 customers worldwide. Wesco operates nine automated distribution centers that carries \$25 million in inventory that provides an Automatic Branch stock replenishment with dedicated middle-of-the-night delivery to more than 400 full-service branches in North America and selected international markets, providing a local presence for area customers and a global network to serve multi-location businesses and multi-national corporations. In each case we have offered products and services for the plant, for the job site or for the office. We are the distributor of choice for customers that are seeking innovative solutions to their electrical, lighting and MRO procurement requirements. Wesco is successful because they offer a unique combination of technical support capabilities, distinctive service capabilities, competitive pricing and ideas that generate cost savings.</p> <p>Through Wesco's subsidiaries and divisions, Wesco is the largest providers of Electrical, Lighting, MRO, Safety, Datacom, Door Locking Hardware and Physical Security products supplier in the country. Wesco is a full-service supply chain company, focused on providing customers with the leading products, services, and solutions they need to meet their day to day and long-term project requirements for communication, maintenance, repair, and operations, and capital project requirements. The breadth and depth of our capabilities, geographic footprint, and supply base enable us to meet our customers' needs and provide continuity to their operations.</p>	*
11	What are your company's expectations in the event of an award?	<p>After targeting our first Sourcwell contract, we are very excited at the prospect of winning a second MRO agreement. We expect to build upon the relationships we have developed with both the Sourcwell Team and the agencies and schools that use the agreement. In addition to our U.S. focused outreach, we will be aggressively expanding the new agreement into Canada in the event we win an award.</p> <p>Wesco's on-going expectations are –</p> <ul style="list-style-type: none"> <li>• Increased engagement with key stakeholders in the SLED market (new and existing members)</li> <li>• Opportunities for sales growth to the customers eligible to buy through the contract</li> <li>• Improved market presence through organizations like NCPP, NPI and NIGP</li> <li>• Exponential sales growth due to Wesco's expanded product offering and improved service capabilities in Canada due to the Anixter acquisition</li> </ul>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Wesco has the largest buying power and ecosystem of suppliers in our industry. Our merger with Anixter International in 2020 has expanded our North American and global footprint, broadened our range of product and service offerings, and optimized our technical support services.</p> <p>As a result, Sourcwell can now leverage the combined power of \$18B in manufacturer spend to facilitate trilateral negotiations with key manufacturers. We'll help you achieve cost savings goals by offering alternative solutions, product consolidations, OEM part conversion, and assist in providing inventory management solutions to reduce inventory to improve working capital.</p> <p>Below are our gross revenue for the last three calendar year as well as our projection for 2022.</p> <p>2019 - \$8.4B 2020 - \$12.3B 2021 - \$18.2B 2022 - \$20.1B (projected)</p> <p>Please find attached our 2021 Annual Report and 10k to further demonstrate our financial strength and stability.</p> <ul style="list-style-type: none"> <li>• Wesco_2021_Annual_Report.pdf</li> <li>• WCC_Wesco_International_Inc._10K_2021-03-01.pdf</li> </ul>	*

13	What is your US market share for the solutions that you are proposing?	<p>Wesco is a leading provider of electrical and industrial maintenance, repair and operating (MRO) supplies, and communications and security products and solutions. The market is highly fragmented with thousands of manufacturers and over 10,000 distributors.</p> <p>We compete directly with global, national, regional, and local distributors of electrical and other industrial supplies. Competition is primarily focused on the local service area, and is generally based on product line breadth, product availability, service capabilities, and price. Moreover, we also compete with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability.</p> <p>As a result of this highly competitive and fractured market in which our company operates (and the potential confusion with defining product and landscape scope), we do not provide our company's market share. Additionally, many companies we compete with do not release sales data publicly which would not be an accurate depiction of the market place (reflected in the share basis).</p> <p>What we can share with you – According to Electrical Wholesaling in May/June 2022, Wesco ranks number one out of 150 electrical distributors in North America. By continuing to invest in our business (e.g. Anixter acquisition) and building on secular growth trends, we expect to increase market share in 2022, projecting sales to grow 16%-18% compared to prior year.</p> <p>A topline view shows that the top 50 distributors have around a 20% share in North America.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	Wesco market share would vary based on the specific product/vendor set being referred to. For example, copper and fiber cable and connectivity-approximately 40% of the Canadian market. Pro Audio/Video products- approximately 5%. Physical Security Products- 18- 22%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Wesco Distribution, Inc. has never petitioned for bankruptcy protection	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>As Wesco is an authorized distributor for thousands of manufacturers and will be identifying more than 200 in the offering, we can provide any authorization by request. Please see our website for more information on Wesco supplier relationships:  <a href="https://www.wesco.com/us/en/brands.html">https://www.wesco.com/us/en/brands.html</a></p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WESCO Services, LLC, dba Wesco Energy Solutions (WES) is licensed to conduct business in all 50 states, additionally 45 States have State Licensing Programs and WES holds an Electrical Contracting Licensing or equivalent in all 45 of these states. In the remaining 5 states that do not offer State Licensing WES has/obtains municipal licensing as required examples; Chicago, St Louis.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Communications Supply Corporation (CSC), a wholly owned subsidiary of WESCO Distribution, Inc., was temporarily debarred in New York in September 2015 because the New York Worker's Compensation Board (NYWCB) claimed not to have received proof of short term disability coverage for CSC employees for the period beginning 01 January 2015. When CSC learned of the debarment, the situation was promptly clarified with the NYWCB and proof of continuous coverage during the affected period was provided. The temporary debarment was then lifted once the NYWCB processed the evidence of coverage.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *																
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>For a list of Wesco's awards since 2017, please find attached, 'Wesco_Awards Since 2017.pdf'.</p> <p>On September 7, 2022, Wesco's Senior Management Team rang the closing bell at the New York Stock Exchange as part of our financial industry day.</p>																
20	What percentage of your sales are to the governmental sector in the past three years	<p>Below list the total sales for Wesco for each year and the sales and percentage for State &amp; Local</p> <table><thead><tr><th></th><th>Total Sales \$</th><th>S&amp;L Sales</th><th>%</th></tr></thead><tbody><tr><td>2019</td><td>\$8.4B</td><td>\$188M</td><td>.022%</td></tr><tr><td>2020</td><td>\$12.3B</td><td>\$302M</td><td>.025%</td></tr><tr><td>2021</td><td>\$18.2B</td><td>\$497M</td><td>.027%</td></tr></tbody></table>		Total Sales \$	S&L Sales	%	2019	\$8.4B	\$188M	.022%	2020	\$12.3B	\$302M	.025%	2021	\$18.2B	\$497M	.027%
	Total Sales \$	S&L Sales	%															
2019	\$8.4B	\$188M	.022%															
2020	\$12.3B	\$302M	.025%															
2021	\$18.2B	\$497M	.027%															
21	What percentage of your sales are to the education sector in the past three years	<p>Below list the total sales for Wesco for each year and the sales and percentage for Education</p> <table><thead><tr><th></th><th>Total Sales \$</th><th>Education Sales</th><th>%</th></tr></thead><tbody><tr><td>2019</td><td>\$8.4B</td><td>\$131M</td><td>.016%</td></tr><tr><td>2020</td><td>\$12.3B</td><td>\$210M</td><td>.017%</td></tr><tr><td>2021</td><td>\$18.2B</td><td>\$365M</td><td>.020%</td></tr></tbody></table>		Total Sales \$	Education Sales	%	2019	\$8.4B	\$131M	.016%	2020	\$12.3B	\$210M	.017%	2021	\$18.2B	\$365M	.020%
	Total Sales \$	Education Sales	%															
2019	\$8.4B	\$131M	.016%															
2020	\$12.3B	\$210M	.017%															
2021	\$18.2B	\$365M	.020%															
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><thead><tr><th>Contract Name</th><th>2019</th><th>2020</th><th>2021</th></tr></thead><tbody><tr><td>Sourcwell</td><td>\$140K</td><td>\$6.71M</td><td>\$17.17M</td></tr><tr><td>OMNIA Partners</td><td>\$1.78M</td><td>\$3.07M</td><td>\$12.11M</td></tr><tr><td>NPPGov</td><td>\$4.30M</td><td>\$287K</td><td>\$160K</td></tr></tbody></table>	Contract Name	2019	2020	2021	Sourcwell	\$140K	\$6.71M	\$17.17M	OMNIA Partners	\$1.78M	\$3.07M	\$12.11M	NPPGov	\$4.30M	\$287K	\$160K
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NPPGov	\$4.30M	\$287K	\$160K															
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Contracts and sales include Wesco and Anixter -</p> <table><tbody><tr><td>GS-07F-0196U</td><td>2019 - \$168K</td><td>2020 - \$112K</td><td>2021 - \$114K</td></tr><tr><td>GS-35F-573GA</td><td>2019 - \$560K</td><td>2020 - \$608K</td><td>2021 - \$848K</td></tr><tr><td>GS-07F-606OR</td><td>2019 - \$2.12M</td><td>2020 - \$3.22M</td><td>2021 - \$1.67M</td></tr><tr><td>GS-21F-0168W</td><td>2019 - \$241K</td><td>2020 - \$148K</td><td>2021 - \$116K</td></tr></tbody></table>	GS-07F-0196U	2019 - \$168K	2020 - \$112K	2021 - \$114K	GS-35F-573GA	2019 - \$560K	2020 - \$608K	2021 - \$848K	GS-07F-606OR	2019 - \$2.12M	2020 - \$3.22M	2021 - \$1.67M	GS-21F-0168W	2019 - \$241K	2020 - \$148K	2021 - \$116K
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GS-21F-0168W	2019 - \$241K	2020 - \$148K	2021 - \$116K															

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
State of Iowa	David Kundid	515-745-2796
Anne Arundel County Public Schools	Coleen Myers	410-222-5169
Saratoga County, NY	Elizabeth Meier	518-885-2210

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Major University	Education	New York - NY	Electrical & Lighting material on a direct contract	Day-to-day needs	\$15M+
Major City	Government	Arizona - AZ	Electrical & Lighting material fulfillment	Day-to-day and project	\$6M
Major City	Government	Illinois - IL	Electrical & Lighting material fulfillment	Day-to-day and project	\$4M
Major City	Government	Arizona - AZ	Electrical & Lighting material fulfillment	Day-to-day and project	\$6.5M
Major Public Utility	Government	Washington - WA	Project maintenance and upgrade materials	Project	\$3.5M

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	<p>Wesco operates approximately 800 geographically dispersed branch locations, 12 distribution centers (eight in the United States and four in Canada), and five assembly operations. Our distribution center network reduces the lead-time and cost of supply chain activities through warehouse automation and replenishment operations. Our branches and offices assigned to support the account are staffed with sales reps who can provide product application expertise, technical bulletins for the range of products marketed, and access to local manufacturer representatives. An Account Executive, as well as an Inside Sales support person would be assigned to support each Sourcewell Participating Agency. Our account reps will make regular visits to the agency or school so that they are available to support the needs of the personnel and can typically be contacted via phone, fax, or email. Issues that arise related to quality and products can be responded to through local contact and field support procedures with ancillary assistance from factory personnel when required.</p> <p>Wesco's focus on the SLED market includes National Resources specialized in growing our business relationship with participating agencies. We have regularly participated in the annual H2O conference and numerous trainings as presented across the regions. We also have created a new centralized inside sales team to better serve potential members who we are targeting based on agency registration data provided by Sourcewell.</p> <p>Our specialized sales divisions are outlined below -</p> <p><b>Electrical &amp; Electronic Solutions (EES)</b>  The EES segment supplies a broad range of products and supply chain solutions primarily to the Construction, Industrial and Original Equipment Manufacturer ("OEM") markets. Product categories include a broad range of electrical equipment and supplies, wire and cable, lubricants, pipe, valves, fittings, fasteners, cutting tools, power transmission, and safety products. In addition, OEM customers require a reliable supply of assemblies and components to incorporate into their own products as well as value-added services such as supplier consolidation, design and technical support, just-in-time supply and electronic commerce, and supply chain management. EES includes the "Electrical and Electronic Solutions" business acquired from Anixter and the majority of the legacy WESCO industrial and construction businesses.</p> <p><b>Communications &amp; Security Solutions (CSS)</b>  The CSS segment supplies products and customized supply chain solutions to customers in a diverse range of industries including technology, finance, telecommunications service providers, transportation, education, government, healthcare and retail. CSS sells these products directly to end users or through various channels including data communications contractors, security, network, professional audio/visual and systems integrators. CSS has a broad product portfolio that includes copper and fiber optic cable and connectivity, access control, video surveillance, intrusion and fire/life safety, cabinets, power, cable management, wireless, professional audio/video, voice and networking switches and other ancillary products. CSS includes the "Network and Security Solutions" business acquired from Anixter and the legacy WESCO data communications and safety businesses.</p> <p><b>Utility &amp; Broadband Solutions (UBS)</b>  The UBS segment supplies electrical transmission and distribution products, power plant maintenance, repair and operations supplies and smart-grid products, and arranges materials management and procurement outsourcing for the power generation, power transmission and electricity distribution industries. The UBS segment combines the "Utility Power Solutions" business acquired from Anixter, the legacy WESCO utility business, the legacy WESCO broadband business and the legacy WESCO integrated supply business.</p>

27	Dealer network or other distribution methods.	<p>The United States has 500+ branches and these Distribution Center locations: Warrendale, Pennsylvania (30 minutes north of the City of Pittsburgh – Wesco's headquarters); Atlanta, Georgia, Byhalia, Mississippi; Carol Stream, Illinois; Dallas, Texas; Little Rock, Arkansas; Madison, Wisconsin; and Sparks, Nevada. Our Canadian locations include 150+ branches in nine provinces, as well as four Distribution Centers: Mississauga, Ontario; Montreal, Quebec City; Burnaby, British Columbia; and Edmonton, Alberta.</p> <p>Our distribution model calls for each branch to stock the appropriate materials to service customers in its respective geographic area. On average, a branch will carry approximately \$1.3M in inventory. This inventory is replenished daily from each branch's servicing Distribution Center, which are strategically located to provide 1-2 days delivery. Most replenishment inventory is provided through an Automatic Replenishment System that does not require hands-on written documentation. All Wesco branches and Distribution Centers are connected by a common proprietary system, and inventory is visible in real-time at all locations. If the need arises, each branch has the ability to access inventory from any Wesco source, branch, Distribution Center, or supplier. This enables every branch to respond to emergency situations in a timely manner.</p>	*
28	Service force.	<p>Wesco is able to provide services for a limited number of the product solutions we distribute. Wesco Energy Solutions (WES) utilizes licensed contractors based on the scope of the project. 108 Licensed Contractors have supported our installation projects in the last 12 months. WES Utilizes a Substantial Network of Contractors vetted through State Licensing Boards and OSHA to provide the skilled labor required to support the project. Permitting, Inspections, meetings with Building Officials and Fire Marshals for plan review or code discussions are stress free when working with WES who is licensed as well as the Subcontractor who licensed in the states the work is being performed.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Wesco uses sophisticated, proprietary order management systems to ensure that every customer order is handled quickly and accurately. Our team of dedicated associates is focused on providing sourcing and fulfillment services efficiently and accurately. Orders are received through EDI, Punchout, email, fax, or phone. The order is then reviewed (sourcing, pricing) and a ticket/packing list is setup. Next, the item is prepared for shipping (picking, packaging, loading, delivery). Finally, the order is billed to the customer via EDI or mail.</p> <p>We also offer on-line ordering capabilities through our website, <a href="http://buy.wesco.com">buy.wesco.com</a>. This feature-rich website provides our customers with a 24/7 ability to place purchase orders, check product availability, access customer-specific pricing, create requests for quote (RFQs), view detailed product descriptions, product images, catalog pages, invoices, and more.</p> <p>Customers can also procure material from a customized catalog that has been built specifically to suit their needs. These catalogs contain any material which the customer would like to purchase from Wesco and provide a rich shopping experience where users can research products, view spec and data sheets, and compare products side by side to ensure they are purchasing the exact item they need.</p> <p>Our personnel collaborate with the customer to determine the materials in scope and which employees that will have access to the site. Each customer employee is provided a unique login to allow freedom to purchase the materials they need, when they need them, as well as view online order history within the website.</p> <p>Upon award of a contract, Wesco has an internal process to create "National Account" codes that are then assigned to participating members of a specific contract. These codes are created in order to lock contractual pricing company wide, which ensures no sales vary from the contractual values. In addition, these National Account codes enable WESCO to pull selected criteria from the database to provide Participating Public Agencies with detailed reporting. Wesco has a standard report process that meets and exceeds most reporting requirements; however, we also have the ability to provide customized reports. Wesco can provide customized electronic or paper reports on a variety of transactional activities and can be sent on a daily, weekly, monthly, quarterly, annual basis. As an incumbent supplier, Wesco has experience and a great track record of providing the required reporting, and more, in a timely manner.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Dedicated teams assigned to Sourcewell will be ready to respond to inquiries in a timely manner with a protocol in place to escalate and evoke a more immediate response. From a resource perspective, we intend to staff Wesco personnel in all regions to provide dedicated support for each Sourcewell location.</p> <p>Wesco has a very practical sales approach in regards to an inquiry from a customer to delivery and invoicing -</p> <ul style="list-style-type: none"> <li>• Sales receives an inquiry from a customer</li> <li>• Sales provides pricing, availability, and product specifications if required</li> <li>• Upon receiving a Purchase Order, sales processes the order utilizing the inventory in the network of warehouses</li> <li>• Sales will provide the customer updates of any material not readily available and expedite with the manufacturer</li> <li>• Warehouse processes the order and ships the material as explained in the Purchase Order. Wesco possesses a 99.2% average fill rate</li> <li>• If any backorders exist, Wesco will process a PO with the respective manufacturer within 24 hours. Backorders are automatically filled and not cancelled.</li> <li>• An invoice is processed and mailed the following business day after each shipment.</li> </ul> <p>Wesco Distribution, Inc. does not engage in the practice of automatic or forced substitutions of product ordered. For any item that is out-of-stock, this method is followed -</p> <ol style="list-style-type: none"> <li>(1) Upon receiving a purchase order, the Wesco salesperson verifies the Wesco stock level to the quantity on the purchase order.</li> <li>(2) The material that is in stock is allocated to the purchase order.</li> <li>(3) For material that is NOT in stock, the Wesco salesperson checks the availability with the respective manufacturer to verify the lead time of the material.</li> <li>(4) Wesco then informs the customer of the expected delivery date of the material. If customer approves, Wesco fulfills the backorder accordingly.</li> <li>(5) If the product is discontinued or the expected delivery date does not meet the customers' satisfaction, the Wesco salesperson will offer the customer an equal or better item as a substitution. Wesco will provide an updated price and any specifications the customer may need.</li> <li>(6) Wesco will proceed with the order of the substituted only as directed by the customer.</li> </ol>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Based on our successful implementation of the 2018 contract, we plan on replicating our post-award rollout which will feature internal and external communication collateral and social media outreach. We have a list of target agencies that use other Sourcewell agreements which will be the focus of our expanded sales and communication strategy.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Wesco is able to service and deploy our entire portfolio of products to the designated participating entities of Sourcewell across Canada. We are assigning a Business Development Manager to coordinate an aggressive post-award rollout in Canada with their VP of Sales, Gary Mistak.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Wesco has sales locations in all 50 States which allows full U.S. coverage. For Canada, Wesco has facilities in each of Canada's ten provinces. While we can usually provide next day delivery service to most areas of Canada, there are some remote areas in the Territories and some provinces that require extended delivery times.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Wesco will offer its agreement to all Sourcewell participating entity sectors	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	In the State of Hawaii, items shipping from a sales location different from the island of destination, shipping charges may apply. In the State of Alaska, shipping charges may apply in shipping to any remote location.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Wesco has a corporate marketing team of 50+ professionals including two dedicated resources for State and Local government contracts. Lyn Spera has worked with the worked with the Sourcewell marketing team for the past 4 years. Once the agreement is signed, Wesco will take the following steps to promote our services to the participating agencies:</p> <ol style="list-style-type: none"> <li>1. Update the co-branded custom line card for the Sourcewell membership (see attachment of current Wesco Sourcewell Line card).</li> <li>2. Update custom landing page for members (housed on WESCO's homepage and/or within the contract's platform).</li> </ol>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Wesco is engaged in the common uses of the Social Media sites (LinkedIn, Facebook and Twitter) and use these sites for updates for followers. As Wesco does participate in various conference and trade shows throughout the year and thoroughly understands the benefits and opportunities, Wesco will evaluate opportunities for advertising, event support, and customized collateral on a case by case basis. Wesco does use social media to announce and promote the shows and to provide our show whereabouts.</p> <p>Wesco's Digital Marketing team has a marketing technology stack that includes marketing automation, analytics, email marketing tools, social media monitoring and scheduling tools, lead capture forms and landing pages, event management and other capabilities. Using the data collected (location, device usage, lead scoring, page interactions, past purchase, etc.) we are able to compile a detailed picture of our customers and prospects digital behaviors and buying preferences. We develop workflows and nurturing campaigns aimed at those customers and prospects with content based on their unique buyer journey focused on driving engagement and sales.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As a potential supplier, we see your investment in business development resources as a differentiation to us and to the purchasing community. Internally, we see your database search engines and available metrics for prospecting and customer share data mining to be very impactful. As an industry leader in Global sales implementations, and the current holder of multiple cooperative and group purchasing organization contracts, we have a "WIN" implementation process that we will use. We are also open to any best practices you have, since you also have considerable expertise in implementations targeted at this customer segment.</p> <p>Nationally, we will engage with your team to connect on key items that are important to sync up on, and will welcome, following an award, to conduct an implementation and re-launch meeting with your supplier management team.</p> <p>Internally, we will conduct a "kick-off" conference call which would include our Regional Government Managers and the appropriate Sourcewell resources to discuss the support that is available from Sourcewell, and how we would engage with you to access these resources from the Sourcewell staff. The goal of this call would be to set the expectations for the agreement execution and find the best opportunities for both short term and long-term wins.</p> <p>In regards to integrating the contract into Wesco field sales team, the Government Team will send out an internal email blast to all salespeople announcing the contract. Training webinars will be held quarterly to review the requirements, strategies, targets and advantageous of selling through the contract. Internally, all documents and pricing information will be hosted on our internal Sharepoint website, for easy access and use by our branches throughout the country. This information includes – Contract Overview, Pricing, Customer Linecard, and other internal and marketing materials. This way, the salespeople have immediate access to all selling tools.</p> <p>We will replicate this practice in Canada through their VP of Sales.</p>	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>eProcurement Ordering Solutions</p> <p>Wesco's eProcurement solutions allow you to receive real-time supply chain information to improve efficiency, streamline purchasing, and deliver cost savings while meeting the government's unique procurement needs. Many government and educational customers access Wesco eCommerce online solutions through any web browser utilizing their .gov or .edu email address plus secure PW to login. Purchases can be made via PO number or P-Card. We have worked with many institutions to establish punchout connections through 3rd Party Market Sites such as Jaggaer or ESM. Our solutions reduce errors from manual entry, and can reduce processing costs by transacting via EDI, XML, or CXML for the electronic exchange of purchase orders, invoices, and advance shipment notifications.</p> <p>Buy.wesco.com and Anixter.com, our web-based business systems, perform a variety of presales, ordering, and post-sales functions such as:</p> <p>View product information</p> <ul style="list-style-type: none"> <li>• Search by Keyword, manufacturer PN, Wesco PN or your PN</li> <li>• View contract price</li> <li>• View Wesco's inventory in real time</li> </ul> <p>Place orders and request quotes</p> <ul style="list-style-type: none"> <li>• Save a bill of materials</li> <li>• Create reusable lists for repeat or standardized orders</li> <li>• Utilize "quick-order" function</li> <li>• Confirm product standards and download manufacturer specifications</li> <li>• Request quote for large projects or items not found online</li> </ul> <p>Manage orders</p> <ul style="list-style-type: none"> <li>• View order status</li> <li>• Receive order confirmations</li> <li>• Track shipments</li> <li>• Receive shipping acknowledgements</li> <li>• View proof of deliveries</li> <li>• Download copies of invoices</li> </ul> <p>Select account preferences (login only)</p> <ul style="list-style-type: none"> <li>• Save payment information</li> <li>• Update shipping addresses</li> <li>• Manage users' access within your organization</li> <li>• Request levels of authorization</li> </ul> <p>Connect with your Wesco sales team</p> <ul style="list-style-type: none"> <li>• Submit requests for quotes</li> <li>• Call, email or otherwise collaborate in the way that you like to do business</li> </ul> <p>Additional eCommerce capabilities can be reviewed on our websites:  <a href="https://www.Anixter.com/en_us/services-and-solutions/supply-chain-services/ecommerce.html">https://www.Anixter.com/en_us/services-and-solutions/supply-chain-services/ecommerce.html</a>  <a href="https://buy.wesco.com/content/learning-center">https://buy.wesco.com/content/learning-center</a></p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Customer-specific product training solutions are a feature of Wesco's Value Creation (WVC) Program. We offer a wide range of trainings across 40 value added services including safety, energy &amp; sustainability, security, engineering services, eCommerce, and much more.</p> <p>Moreover, Wesco branches and region offices are staffed with sales personnel who can provide product application expertise, technical bulletins for the range of products marketed, and access to local manufacturer representatives. On-site training seminars and assistance can be coordinated by Wesco and/or factory representatives. Since Wesco is partnered with most top name MRO, Electrical and Lighting manufacturers in the industry, we can take over the task of scheduling manufacturers to provide specific product training.</p> <p>The frequency and costs vary based on the customer's requirements. Certain training is available at no additional charge while other training and in-service support are contingent upon the product manufacturer's service and support rates.</p> <p>Wesco sales personnel along with the Regional Government Managers are there to provide product updates, product training and to set up product seminars as requested by the customer.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>As most of these products offered may be considered “off-the-shelf” and “Commodity” type items, technology advances specific to the manufacturers Wesco will be offering may not be deemed exclusive to Wesco. Wesco does have a strong history of partnering with world-class suppliers to provide the best selection of quality Data Center, Security, A/V, Electrical, Lighting and MRO products to our customer base. It is through these partnerships that Wesco and our preferred suppliers have grown and become driving forces in the market. To maintain our leadership position as an electrical distributor, Wesco will continue to work even closer with our preferred suppliers. It is for this reason that we are going through a supplier rationalization process where we will drive more business to our preferred strategic partners, maximizing the profitability of our company and theirs, while never losing sight of supplying the highest quality products to meet the needs of our mutual customers.</p>	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmental sustainability is a strategic priority for Wesco and a company-wide responsibility. As a global supply chain solutions provider, Wesco is committed to sustainability initiatives and to actively managing the impact of our operations on the environment and the communities we serve. Beyond managing our own environmental impact, Wesco is also uniquely positioned as a trusted supply chain partner to help our customers and suppliers achieve their own sustainability goals. We report the progress of our Environmental Sustainability actions annually as part of our Carbon Disclosure Project submissions and bi-annually as part of an overarching Corporate Social Responsibility Report.</p> <p>Environmental Sustainability Initiatives</p> <ul style="list-style-type: none"> <li>• LED retrofits to reduce our power usage</li> <li>• Increasing recycling efforts and optimization to reduce waste to landfill</li> <li>• Utilizing EV and alternative fuel for our fleet</li> </ul> <p>Environmental Sustainability Objectives:</p> <ul style="list-style-type: none"> <li>• Actively manage and reduce energy usage at all branches, Distribution Centers and corporate locations;</li> <li>• Reduce energy demands across the company through the adoption and implementation of new energy saving and renewable energy technologies where practical and financially feasible;</li> <li>• Reduce greenhouse gas emissions through improved building energy efficiency, reduced fuel consumption, and investments in renewable energy sources where feasible;</li> <li>• Evaluate our delivery trucks, fleet vehicles and employee travel on a yearly basis, and where feasible, to replace older vehicles with more fuel efficient vehicles;</li> <li>• Work with our employees and waste disposal partners to evaluate and raise awareness of all recycling opportunities in our locations and to track and measure recycling rates;</li> <li>• Build a best-in-class sustainability program by actively engaging our employees and leadership in our environmental sustainability program through communication, training and participation opportunities;</li> <li>• Work as a trusted advisor with customers and suppliers to drive sustainability and energy saving measures across the value chain through our product and service offerings;</li> <li>• Monitor the environmental performance of our supply chain partners since the greatest environmental impact often happens before products are received for distribution to our customers; and</li> <li>• Form partnerships with government and non-government organizations that we believe can help us in our sustainability mission and objectives.</li> </ul> <p>Environmental Sustainability Goals</p> <ul style="list-style-type: none"> <li>• 8% reduction of greenhouse gas emissions intensity</li> <li>• 10% reduction in facility energy intensity</li> <li>• 3% improvement in the fuel efficiency of our fleet</li> <li>• 10% reduction in landfilled waste intensity</li> </ul>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Where possible, Wesco looks to promote green products that have earned 3rd party certification from an independent certifying agency. Some of the key 3rd party certifications Wesco products carry include ENERGY STAR, Green Seal, FSC, SFI, and FEMP-Compliant. Working with federal customers, Wesco has placed a special emphasis on identifying 3rd party certification for product categories covered under the EPA's Environmentally Preferable Purchasing Guidelines (<a href="http://www.epa.gov/epp/">www.epa.gov/epp/</a>).</p> <p>Wesco has worked diligently with its manufacturer partners to identify a strong set of products that meet one or more of the following criteria: energy savings, water conservation, waste reduction, harmful chemicals removed, recycled, environmentally friendly, or environmentally friendly system. Each product within these categories carries certifications such as Energy Star®, FEMP, RoHS and others. Manufacturers provide documentation to Wesco to substantiate these categorizations and certifications.</p>	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a Fortune 500 Company and international distributor of electrical, lighting, datacom, security, A/V and general MRO products, Wesco Distribution, Inc. welcomes opportunities to work closely with businesses led by minority, women, and disabled owned entrepreneurs whose talents and capabilities assist Wesco in being a stronger and more respected company. Wesco is committed to purchasing products and services from companies having diverse ownership characteristics, as well as supporting our customers with quality products to maintain their operations at high levels of safety and performance.</p> <p>Since 1999, we have distributed quarterly electronic diversity purchasing reports to help U.S. customers report on their indirect diversity purchases from Wesco. As a General Services Administration (GSA) contract holder since 2000, we continuously strive to attain annual small business subcontracting goals. The small business subcontracting initiative focuses on increasing subcontracting opportunities for minority, women, and disabled veteran-owned business enterprises (MWDVBEs), as well as HUBZone- and 8-A-certified small businesses to receive maximum practical opportunities in federal government subcontract awards. The program seeks to ensure that domestic small businesses receive a fair and equitable opportunity to compete for and receive subcontracts.</p> <p>Currently, Wesco distributes product from more than 1450 diverse manufacturers.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Wesco competes directly with global, national, regional, and local distributors of Electrical, Lighting, MRO and Datacom and other industrial supplies. Competition is primarily focused on the local service area, and is generally based on product line breadth, product availability, service capabilities and price.</p> <p>Wesco also competes with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability. While increased buying power may improve the competitive position of buying groups locally, Wesco believes it is difficult to coordinate a diverse ownership group to provide consistent quality products and services across multiple geographic regions. Although certain Internet-based procurement service companies, auction businesses and trade exchanges remain in the marketplace, the impact on our business from these competitors has not been significant to date.</p> <p><b>Market Leadership</b> - Our ability to manage complex global supply chains, multi-site facility maintenance programs and construction projects that require special sourcing, technical advice, logistical support, and locally based service has enabled us to establish a strong presence in our served markets. Wesco has utilized these skills to generate significant revenues in a broad range of industries with intensive use of electrical and industrial products.</p> <p><b>Broad Product Offering and Value-added Services</b> - Wesco provides a wide range of products, services, and procurement solutions, which draw on our product knowledge, supply and logistics expertise, system capabilities, and supplier relationships to enable our customers to maximize productivity, minimize waste, improve efficiencies, reduce costs, and enhance safety. Our broad product offering, and stable source of supply enables us to consistently meet virtually all of a customer's product, MRO, and OEM requirements.</p> <p><b>Extensive Distribution Network</b> - Wesco operates more than 800 geographically dispersed branch locations and 43 distribution centers. Our distribution centers add value for our customers, suppliers, and branches through the combination of a broad and deep selection of inventory, online ordering, next-day shipment and central order handling, and fulfillment. Our distribution center network reduces the lead-time and cost of supply chain activities through automated replenishment and warehouse management systems and economies of scale in purchasing, inventory management, administration, and transportation. This extensive network, which would be difficult and expensive to duplicate, provides us with a distinct competitive advantage and allows us to:</p> <ul style="list-style-type: none"> <li>• Enhance localized customer service, technical support and sales coverage;</li> <li>• Tailor individual branch products and services to local customer needs; and</li> <li>• Offer multi-site distribution capabilities to large customers and global accounts.</li> </ul> <p><b>Low-Cost Operator</b> - Our competitive position has been enhanced by our consistent favorable operating cost position, which is based on use of Lean, strategically located distribution centers, and purchasing economies of scale. As a result of these factors, our operating cost as a percentage of sales is one of the lowest in our industry.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Wesco passes through the warranties offered by our manufacturer and installer partners, without modification.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Wesco passes through the warranties offered by our manufacturer partners, without modification.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	As the role of Wesco being a distributor, and does not have any Technicians on staff, this will not apply.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Wesco will assist any member with any warranty issues across the United States, but since Wesco does not have Technicians on staff, this will not apply.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Wesco will assist any member regarding any warranty issue and will work with the respective manufacturer to resolve the problem. The ultimate responsibility will be the OEM, but the member will work with Wesco along the way to satisfy the issue.	*
51	What are your proposed exchange and return programs and policies?	<p>Return Policy –</p> <ul style="list-style-type: none"> <li>Customer may return material for any reason at the branch or distribution center from which the material was shipped, subject to Wesco prior approval, which will not be unreasonably withheld. Prior to returning material, contact your Wesco salesperson for approval and instructions.</li> <li>If permission for return is granted, Wesco shall issue a Return Authorization number, and material approved for return should be sent back to Wesco within 30 days after the issuance of the RA number.</li> <li>Returns are subject to manufacturing restocking fees, if any.</li> <li>Material return requests greater than 60 days after the customer receipt of the material may not be approved for return.</li> <li>Wesco will only accept the return of materials that were purchased directly from Wesco.</li> <li>Approved return material must be returned unused and in re-sellable condition in order to receive credit. Electrical components must be unopened in order to be considered re-sellable.</li> <li>Any non-stock/special made-to-order product that cannot be returned to the Wesco material manufacturer will not receive return authorization and the customer will not be issued credit.</li> <li>The customer will be notified in the event material received back to Wesco is deemed not creditable and to determine to either scrap or return the material back to the customer, at the customer's expense.</li> </ul>	*
52	Describe any service contract options for the items included in your proposal.	As a products distributor, Wesco does not offer any direct Service Contract options. Wesco can help facilitate with the manufacturers in the event a Service Contract comes available, as these options would come directly from the manufacturer.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Wesco's standard payment terms are NET 30 from day of shipment	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Wesco does not provide any Leasing or Financing options. We are willing to work with Sourcewell's awarded Leasing Company based upon member request.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Wesco does not utilize standard order forms with customers that leverage Sourcewell. We follow the usual quote, customer order review and order acknowledgement process, with awards subject to the terms of the Sourcewell agreement.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	WESCO does accept P-Card procurement and payment process. There is no additional cost to Sourcewell member in using this option.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Wesco will offer a "Discount off MSRP" Price Schedule broken down by Manufacturer and Product Sets. It will also show commodity manufacturers that will be based on a "Cost Plus" structure. This is titled "Sourcewell – Categories & Manufacturers". Since we are pricing several hundred suppliers products in our response, a SAMPLE of our MSRP sheets that Wesco will maintain for all manufacturers for the duration of the contracts is attached, and all sheets in effect at the time of pricing are available upon request. Please refer to our Categories and Manufacturer and sample MSRP documents in the upload section.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Discount ranges from 0% - 89% off of MSRP or Trade Service End Column, at the time of quote. The variance of the discounts is due to the different industries our suppliers serve, which have different discount levels provided for their Trade Service Pricing. Since we do not use a Wesco List price, we do not control the price levels, but this provides an accurate third-party benchmark for the basis of our discounts.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Wesco maintains strategic relationships with the top manufacturers in the industry. These relationships allow Wesco to negotiate additional cost-savings for large project and bulk purchases. Our contract price is a not to exceed level, but we are able to occasionally negotiate better pricing for a specific opportunity, based on supplier discounts and product availability.  As every opportunity can be unique in nature, Wesco always entertains working with the customer on any large purchase to determine the matched manufacturer and product to then work strategically to obtain the best potential cost savings discount available. These opportunities are a case-by-case event therefore these opportunities will be examined at the time of inquiry.	*

60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wesco will attempt to source any manufacturer upon request. Customer requirements for specified products determine the selection of manufacturers. During Sales Order Processing, sales and operations groups review all customer product and service requirements. If product specified is not manufactured by a Wesco-approved Supplier, personnel will contact the relevant manufacturer to confirm their capabilities to produce product to relevant to the industry and government standards identified on the customer order.  Wesco shall provide a quote based on a case-by-case scenario and pricing will be based upon "Cost Plus %", which will be in line with the provided Wesco Price Schedule, based upon Product Category. In the quote to the member, Wesco will note items that are deemed Open Market.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Wesco's proposal offers standard distribution services that includes standard shipping terms. Wesco has successfully developed and implemented numerous strategic alliances / managed business relationships throughout the United States, to assist our customers in reducing their "Total Cost of Ownership". Collectively, they incorporate a wide variety of vendor managed inventory program elements, such as bin-stock replenishment, kitting, and warehouse management across a broad range of products.  We normally incorporate these services into the price on the contract, while reserving the right to notify an agency in advance of any order, of the costs which need to be passed on due to services that are requested that are outside of the scope of our normally provided options.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipments of material are generally made via Wesco truck, UPS or a common carrier. Freight charges for Wesco core products shall be Prepaid and Allowed. For any expedited shipping per the customers' request, this shall be Prepaid and Charge. The shipping charge will be added to the customer's invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wesco maintains sales locations in Alaska and Hawaii. For items located in the locally stocked warehouse, the policy stated above will apply. For items shipping from the Continental U.S., shipping charges may apply. In the State of Hawaii, items shipping from a sales location different from the island of destination, shipping charges may apply. In the State of Alaska, shipping charges may apply in shipping to any remote location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Wesco Distribution, Inc. carrier partnerships are nationally, regionally and locally based. Wesco is capable of providing a wide range of shipping services, from shipping small parcels to shipments that are multiple truck loads. Wesco can also offer expedited deliveries from next flight out airfreight to local messenger deliveries. Wesco is always looking for capabilities of our carriers and comparing those to service needs to our customers. We will assign the appropriate carrier based on the final destination location, delivery services required, and delivery date to ensure the most economical shipping costs. Generally, WESCO can deliver in stock items to all member locations on a same day or next day basis depending on your locations' specific needs. Same day shipments will require a cutoff time, to be established between Wesco and individual agency. Orders placed before the cutoff time would be delivered the same day, order placed after the cutoff time will be delivered the following day. Same day deliveries will be made via Wesco truck and/or local contract carrier.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *

66	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>The SLED Contract Management team is responsible for the overall performance of the agreement between Sourcewell and Wesco, working with the branch network that has local responsibility for the day-to-day activities related to servicing the local facility. The Regional Government Manager (RGM) works with the branch manager who has the local responsibility for implementation and working with the service and sales team to ensure compliance with the agreement and meeting customer expectations.</p> <p>The core of our compliance processes is an assigned unique Global Account Number, dedicated to the Sourcewell contract which triggers pricing, reporting and fee accrual at the branch level. The Wesco Global Account organization, which the SLED Team is a part of, consists of an administrative staff at headquarters, is responsible for these aspects of the agreement and auditing pricing through our financial services team.</p> <p>Wesco utilizes a variety of quality and performance reporting and metrics to monitor our ability to meet internally set guidelines as well as specific customer programs. On a daily basis each of our facilities are evaluated and measured based upon each facilities ability to meet order fulfillment and shipping capability against targeted goals. Our materials management and warehouse management system monitors all steps in the order fulfillment process from picking, packing, consolidation, manifesting and for select carriers, proof of delivery.</p> <p>Wesco branches and offices assigned to support the account are staffed with sales reps who can provide product application expertise, technical bulletins for the range of products marketed, and access to local manufacturer representatives. An Account Executive, as well as an Inside Sales support person would be assigned to support each location.</p>
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67	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>We expect our sales volumes to more than double during the term of the next contract. Due to increasing the number of agencies Wesco is working with and the broader portfolio we can offer following the acquisition of Anixter, expectations are very high for a potential award. With regards to internal metrics of our services, below are the the primary internal operations performance metrics Wesco utilizes to monitor our distribution business. Goal for each is 100%.</p> <p><b>Customer Satisfaction Performance</b> All customer complaints are logged into our Customer Service Database. Measured as the total reported errors and includes Sales and Customer:</p> <p>2021 – 99.93% 2020 – 99.93% 2019 – 99.90% 2018 – 99.90%</p> <p>Each complaint is documented as to the source of the error or issue, the two primary areas being Operations and Carrier related. Therefore, the number of reported errors is deducted to provide the percentage of orders where the customer was in fact 100% satisfied and we were accurate with getting the customer what they wanted, when they wanted it (correct material, correct quantity, and correct delivery).</p> <p><b>Order Fulfillment Performance Based on “On-Hand” Inventory</b> Order Fulfillment is based on filling a customer's order completely with the correct product and quantity from product in stock.</p> <p>2021 – 99.93% 2020 – 99.93% 2019 – 99.93% 2018 - 99.93%</p> <p>It means the material is available as a complete shipment from the warehouse at the time the order is processed. To make sure this is the fact, we monitor inventory integrity using cycle counts and block audits to ensure not only the availability of the product but that the product is in its correct warehouse locator for picking and the on-hand inventory quantity matches the quantity in our system.</p> <p><b>On-Time Shipping Performance</b> On-time shipping is based upon how many orders were shipped within the timeframe requested or what percentage of the time the order shipped on time to meet the customer's expectation.</p> <p>2021 – 98.32% 2020 – 98.13% 2019 – 98.13% 2018 - 99.98%</p> <p><b>Customer Rejection Rate Performance</b> Rejection rate is based on design, which would be applicable to a manufacturer. However, we do measure our customer complaints; those could be considered customer rejections. The goal was 99.89% accuracy based on the number of orders shipped with issues that are the responsibility of operations (warehouse). The customer rejection rate will be 99.89% for 2022.</p>
68	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>Wesco would like to offer a 1% Contract Administration Fee that will be calculated against all sales based on the Sourcewell contract.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Wesco's business allows its customers to access more than 1,000,000 products. Wesco's network of branches and distribution centers stock more than 160,000 unique product stock keeping units ("SKUs") from over 30,000 suppliers. Each branch will tailor its inventory to meet the needs of the Participating Public Agencies in its local market, stocking an average of approximately 2,500 SKUs.</p> <p>Representative products that Wesco offers include:</p> <ul style="list-style-type: none"> <li>• Electrical Supplies. Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, tape, splicing and marking supplies</li> <li>• Industrial Supplies. Tools and testers, safety and security, fall protection, personal protection, consumables, fasteners, janitorial and other MRO supplies</li> <li>• Power Distribution. Circuit breakers, transformers, switchboards, panel boards, metering products and bus way products</li> <li>• Lighting. Lamps, fixtures, ballasts, mounts, poles and lighting control products</li> <li>• Wire and Conduit. Wire, cable, raceway, metallic and non-metallic conduit</li> <li>• Control, Automation and Motors. Motor control devices, drives, surge and power protection, relays, timers, pushbuttons and operator interfaces</li> <li>• Data and Telecom. Copper and fiber cable, data connectivity, support and protection products</li> <li>• Physical Security and Access Control. DVR's, Card Readers, Camera's, Applicable Software</li> <li>• Door Locking Hardware. Keys &amp; Cylinders, Locking Hardware, Key Management</li> <li>• Audio/Video. Mounts, Control Systems, Cameras, Speakers, Displays, Projectors, Microphones</li> <li>• WES Services. Turkey installation of EV Charging, Solar, Lighting</li> </ul> <p>Wesco will attempt to source any manufacturer upon request. Customer requirements for specified products determine the selection of suppliers. During Sales Order Processing, sales and operations groups review all customer product and service requirements. If product specified is not manufactured by a Wesco-approved Supplier, personnel will contact the relevant manufacturer to confirm their capabilities to produce product to relevant to the industry and government standards identified on the customer order.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>WES Services Provided -</p> <ul style="list-style-type: none"> <li>• Lighting Services WES can provide interior and exterior lighting solutions for traditional, decorative and energy efficient needs. WES can offer energy audits, design lighting, control system upgrades, and integrate with building management systems.</li> <li>• EV Charging Stations WES can off a complete solution for commercial and public plug-in electric vehicle (PEV) stations that are compliant with all industry standards and compatible with all major auto manufacturers' electric vehicles. WES can assist accessing available rebates and incentives. Product is SAE J1772 compliant</li> <li>• Solar WES can provide solutions for Rooftops, Parking Facilities and Undeveloped Open Areas to future-proof your electrical rate and offset your utility bill expenditures. WES can also assist in researching incentives and rebate funding that may be available to you</li> <li>• Wireless If you are looking to add or expand your Distributed Antenna System or a basic Wi-Fi system with access points, WES can install the system to fit your needs</li> <li>• Network Infrastructure Needing to expand or upgrade your copper and fiber internal communication system to meet your networking needs? WES can install the latest technology of cable, connectivity and network pathways to exceed your highest demands.</li> </ul>

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

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

Line Item	Category or Type	Offered *	Comments	
71	Facility MRO	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tools and testers, safety and security, fall protection, personal protection, consumables, fasteners, janitorial	*
72	Industrial supplies or building materials	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wire, cable, raceway, metallic and non-metallic conduit. Copper and fiber cable, data connectivity, support and protection products. DVR's, Card Readers, Camera's, Applicable Software. Keys & Cylinders, Locking Hardware, Key Management. Mounts, Control Systems, Cameras, Speakers, Displays, Projectors, Microphones	*
73	Electric, mechanical, fluid, or pneumatic power transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	Circuit breakers, transformers, switchboards, panel boards, metering products and bus way products. Motor control devices, drives, surge and power protection, relays, timers, pushbuttons and operator interfaces	*
74	Electrical service or lighting	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, tape, splicing and marking supplies. Lamps, fixtures, ballasts, mounts, poles and lighting control products	*
75	Plumbing or waterworks	<input type="radio"/> Yes <input checked="" type="radio"/> No		
76	Services related to the offering of the solutions in Lines 71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wesco provides Product Values Added Services that is offered by specific manufacturers that may include – existing products audits, new product start-ups and tie-in's, new product training, etc.	

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Wesco Sourcewell - Price Structure.xlsx.zip - Friday September 09, 2022 10:28:31
  - [Financial Strength and Stability](#) - Wesco\_2021\_Annual\_Report and 10-k.zip - Thursday September 08, 2022 09:49:29
  - [Marketing Plan/Samples](#) - Wesco Sourcewell current marketing samples.zip - Thursday September 08, 2022 09:53:07
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty - WESCO.docx - Tuesday September 06, 2022 11:41:25
  - Standard Transaction Document Samples (optional)
  - [Upload Additional Document](#) - Wesco\_Awards Since 2017.pdf - Tuesday September 06, 2022 11:39:55

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Facility_MRO_Supplies_RFP_091422 Wed August 24 2022 02:50 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Facility_MRO_Supplies_RFP_091422 Wed August 17 2022 02:11 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Facility_MRO_Supplies_RFP_091422 Mon August 1 2022 09:35 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_MRO_Supplies_RFP_091422 Fri July 29 2022 03:22 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Facility_MRO_Supplies_RFP_091422 Thu July 28 2022 04:35 PM	<input checked="" type="checkbox"/>	1



## **CONSENT AGENDA ITEM NO. 8.E.**

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving the Purchase of 75 HP Elite Mini Desktops with 3-Year Hardware Support, from HP, Inc., in the Amount of \$60,000.75, as requested by the Information Technology Department.

**RECOMMENDED MOTION:** That the Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** Investing in 75 new desktops is a necessary step to keep things running smoothly and efficiently. Many of our current desktops have reached their end of useful life and starting to struggle with the latest software and security requirements, which can slow everyone down and even put our data at risk.

Up-to-date desktops ensure compatibility with the latest software and security measures, safeguarding sensitive information and maintaining the integrity of the City's data and infrastructure. The purchase consists of 75 desktops with a 3-year Hardware Support from HP, Inc. which includes parts, labor, and on-site repair.

If approved, the City will utilize the IL Learning Tech Joint Purchasing Program (NASPO) Contract (23011-ILTPP, Exp. 6/30/2025).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:**

If approved, the City will execute the purchase from HP, Inc., in the amount of \$60,000.75. Funds for this equipment purchase are included in the Information Technology-Office Supplies account (10011610-71010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 164.

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

**ATTACHMENTS:**

[IT 2B Resolution](#)

[IT 2C Resolution Exhibit A](#)

[IT 2D Purchasing Contract 23011-ILTPP](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF 75 HP ELITE MINI DESKTOPS WITH 3-YEAR HARDWARE SUPPORT, FROM HP, INC., IN THE AMOUNT OF \$60,000.75**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the purchase of 75 HP Elite Mini Desktops (PURCHASE), in the amount of \$60,000.75; and

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

**WHEREAS**, Many of the current desktops have reached their end of useful life and have begun to struggle with the latest software and security requirements, which can slow everyone down and even put our data at risk; and

**WHEREAS**, investing in 75 desktops for employees is essential to enhance overall workplace productivity and efficiency as up-to-date desktops will ensure compatibility with the latest software and security measures, safeguarding sensitive information and maintaining the integrity of the City's data and infrastructure; and

**WHEREAS**, the PURCHASE consists of 75 desktops with a 3-year Hardware Support from HP, Inc. which includes parts, labor, and on-site repair; and

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

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

**PASSED** this 25th of November 2024.

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

October 9, 2024 8:49:59 AM

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

Dear Craig McBeath,

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

Please reference this contract: IL - IL LEARNING TECH PURCHASE PGRM (NVP PC5) [23011 - ILTPP] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

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

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

Should you choose this order can also be Faxed to 800-825-2329 or emailed to [ORDERS-PROCESSING-USA@hp.com](mailto:ORDERS-PROCESSING-USA@hp.com).

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

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

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

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

Information & Details

**Organization name:** City of Bloomington  
**Catalog name:** IL - IL LEARNING TECH PURCHASE  
PGRM (NVP PC5) [23011 - ILTPP]  
**Created by:** pselect0001  
**Partner Agent ID:** 10256670  
**Name:** PTC Select  
**Email:** cmcbeath@cityblm.org  
**Phone:** 309-434-2257  
**Email notification:** apapacek@cityblm.org  
**Created:** October 9, 2024 8:49:59 AM  
**Expires:** November 8, 2024 8:49:32 AM  
**Payment method:** Purchase Order  
**Quote total:** USD 60,000.75

Billing Information

**OM ID:** 0170214022  
**Company:** CITY OF BLOOMINGTON  
**Address:**  
109 E Olive St  
**City :** BLOOMINGTON  
**State/Province:** Illinois  
**Zip/postal code:** 61701-5217  
**Country:** US  
**Attention to:** Amanda Papacek  
**Email:**  
**Phone:**  
**Fax:**

Shipping Information

**Company:** City of Bloomington  
**Address:**  
115 E Washington Street  
Room 301  
**City:** Bloomington  
**State/Province:** Illinois  
**Zip/postal code:** 61701  
**Country:** US  
**Attention to:** Amanda Papacek  
**Email:** apapacek@cityblm.org  
**Phone:** 309-434-2264  
**Fax:**  
**Requested Delivery date:**  
**Shipping options:**  
**Shipping method:** Ship Partial - Ship Items as they  
become available

**Comments:**  
**Invoice instructions:**  
**Shipping instructions:**

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
A12GMUT#ABA	<p>HP Elite Mini 800 G9i514500T16GB/512GBPC</p> <p><b>Operating system</b> - Windows 11 Pro <b>Processor</b> - Intel® Core™ i5-14500T (up to 4.8 GHz Max Turbo frequency, 24 MB L3 cache, 14 cores, 20 threads) <b>Memory</b> - 16 GB DDR5-4800 MHz RAM (1 x 16 GB) <b>Internal Storage</b> - 512 GB PCIe® Gen4 NVMe™ TLC M.2 SSD <b>Power</b> - 90 W external power adapter, up to 89% efficiency, active PFC <b>Ecolabels</b> - TCO Certified Edge <b>Form factor</b> - Mini <b>Security management</b> - HP Sure Recover Gen5,HP Sure Run Gen5,Absolute Persistence module,HP Sure Click,HP Tamper Lock,HP Client Security Manager Gen7,HP Sure Start Gen7,HP Sure Sense,HP Secure Erase,HP BIOSphere Gen6,Trusted Platform Module TPM 2.0 Embedded Security Chip shipped with Windows 11 (Common Criteria EAL4+ certified)(FIPS 140-2 Level 2 certified),HP Sure Admin <b>Warranty</b> - 3 year (3/3/3) limited warranty includes 3 years of parts, labor and on-site repair. Terms and conditions vary by country. Certain restrictions and exclusions apply.</p>		75	<div>USD 800.01</div> <div><del>USD 1,206.87</del></div> <div>Special price valid until 01/04/2025</div>	USD 60,000.75

Special pricing code: 45835935

Subtotal  
Total

USD 60,000.75  
USD 60,000.75

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

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

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

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

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



NASPO ValuePoint Master Agreement No.: 23011

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and HP Inc., whose designated business address is 1501 Page Mill Road, Palo Alto, CA 94304-1126 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

### **Recitals**

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1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and
4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

### **Contract**

---

#### **1. Term of Contract**

- a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.
- c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

## 2. Representations and Warranties

- a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.
- b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.
- c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

## 3. Awarded Band(s)

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems  
 Band 2, Personal Computer Devices - Non-Windows Operating Systems

## 4. Configuration Dollar Limits

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

<u>ITEM</u>	<u>CONFIGURATION</u>
Band One	\$15,000
Band Two	\$15,000
Band Three	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the Participating Addendum

## 5. Restrictions

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

- a. Software
  1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
  2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under this Paragraph 5.a.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.
2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.
2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

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

## 6. Authorized Representative

- a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist  
Department of Administration  
Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
E-mail: [elizabeth.randa@state.mn.us](mailto:elizabeth.randa@state.mn.us)  
Phone: 651.201.3122

- b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Debra Lee, Public Sector Contract Management Director.

Debra Lee, Public Sector Contract Management Director  
HP Inc.  
10300 Energy Drive  
Spring, Texas 77389  
Email: [Debra.lee@hp.com](mailto:Debra.lee@hp.com)  
Phone: 847.537.0344

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

## 7. Notices

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

## 8. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions  
Exhibit B: Minnesota Terms and Conditions  
Exhibit C: Requirement  
Exhibit D: Price Schedule

## 9. Survival of Terms:

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

## 10. Entire Agreement

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

**1. Contractor**

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

Print name: Deborah Kaiser


Signature:   
DocuSigned by:  
4102EB9E377544F...

Title: Contract Specialist Date: 6/13/2023

**2. State Agency**

***With delegated authority***

Print name: Elizabeth M. Randa

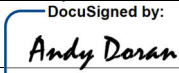
Signature:   
DocuSigned by:  
742DE739C8ED492...

Title: Acquisition Management Specialist Date: 6/14/2023

**3. Commissioner of Administration**

***As delegated to The Office of State Procurement***

Print name: Andy Doran

Signature:   
DocuSigned by:  
68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 6/14/2023

## Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

### 1. Conflict of Terms/Order of Precedence.

- a. Any order placed under this Master Agreement shall consist of the following documents:
  1. A Participating Entity's Participating Addendum ("PA");
  2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;
  3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.
- d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.
- e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

### 2. Definitions.

- a. **Acceptance.** See Master Agreement Paragraph 19 of Exhibit A (Inspection and Acceptance), regarding Acceptance and Acceptance Testing.
- b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g., mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

- c. **\_\_\_\_\_ as a Service (\_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as “\_\_\_\_\_ as a Service”. Examples are “Software as a Service”, “Infrastructure as a Service”, and “Storage as a Service”, and shall follow the NIST definitions of those services. \_\_\_\_\_ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.
- d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.
- e. **Components** are the parts that make up a computer configuration.
- f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.
- g. **Configuration** means the combination of hardware and software components that make up the total functioning system.
- h. **Customer** (see Purchasing Entity).
- i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.
- j. **Embedded Software** means one or more software applications which permanently reside on a computing device.
- k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.
- l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council’s website at [www.greenelectronicscouncil.org](http://www.greenelectronicscouncil.org). Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.
- m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.
- n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

- o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.
- q. **Lead State** means the State centrally administering any resulting Master Agreement(s).
- r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.
- s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.
- t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.
- u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.
- v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.
- x. **Order or Purchase Order** means any accepted purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products, including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("SOW"), published warranties and service level agreements, and may be available to Purchasing Entity in hard copy or by accessing a designated Contractor website. Supporting Material shall be made available to Purchasing Entities for review prior to issuance of an Order and shall meet or exceed the terms and warranties set forth in this Master Agreement.
- y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

- z. **Participating Entity** means a state (as well as the District of Columbia), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- aa. **Participating State** means a state that has executed a Participating Addendum.
- bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.
- cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.
- dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.
- ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: <https://www.naspovaluepoint.org/portfolio/57/>.
- ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
- gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.
- hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.
- ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.
- jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

- kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.
- ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract
- mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.
- nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.
- oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.
- pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.
- qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.
- rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.
- ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.
- tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

### 3. Term of the Master Agreement.

- a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### 4. Amendments.

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as

required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

## 5. Participants and Scope.

- a. Canadian Participation. Intentionally deleted.
- b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.
- f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- h. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

#### **6. Individual Customers.**

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

#### **7. Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

#### **8. Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

#### **9. Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor’s key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor’s proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor’s proposal.

#### **10. Contractor Verification.**

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

#### **11. Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State’s discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

**12. Laws and Regulations.**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement. Products and services provided under these terms are for Participating Entity's internal or governmental use and not for further commercialization.

**13. Price and Rate Guarantee Period.**

All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

**14. Premium Savings Package Program.**

The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

**15. Services.**

Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

**16. Ordering.**

- a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;
  2. The place and requested time of delivery;
  3. A billing address;
  4. The name, phone number, and address of the Purchasing Entity representative;
  5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
  6. A ceiling amount of the order for services being ordered;
  7. The Master Agreement identifier; and
  8. Statement of Work, when applicable.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
  - h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
  - i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **17. Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

#### **18. Shipping and Delivery.**

- a. The prices are the delivered price to any Purchasing Entity for standard 3-5 business days transportation for shipping with commercially reasonable efforts to deliver within 30 business days, except for situations out of Contractor's control. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all standard transportation and handling charges paid by the Contractor. Risk of loss or damage for Products shall remain with the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Final inspection and acceptance shall be in accordance with section 19.c., Product Acceptance. Any order for less than the

specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and contract number or other information sufficient for the Purchasing Entity to properly identify the shipment if outlined in the Participating Addendum of the Purchasing Entity.

#### **19. Inspection and Acceptance.**

- a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for Inspection and Acceptance, this section governs.
- b. Facilities Inspection. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement. The parties agree that Lead State or other Participating or Purchasing Entity will not be permitted access to any areas involved in research and development or that contain confidential, proprietary or trade secret documents/information prior to agreement of confidentiality terms and conditions. Inspections shall be performed at Lead State's or other Participating or Purchasing Entity's cost during normal business hours in a manner to minimize disruption to Contractor's business. The parties shall agree to appropriate confidentiality terms and conditions before access to premises is given, and Lead State or other Participating or Purchasing Entity shall promptly provide Contractor with a copy of the results of the inspection, which will be deemed Contractor's Confidential Information.
- c. Product Acceptance. Upon delivery, the Purchasing Entity shall have 30 calendar days to inspect to determine if the Products meet Contractor's specifications ("Specifications"). Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing. The warranty period shall begin upon delivery to the Purchasing Entity.

- d. Services Acceptance. Services are performed using generally recognized commercial practices and standards. If any services do not conform to contract requirements, the Purchasing Entity agrees to provide prompt notice, and Contractor will perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, may cancel or modify the Order to remove the nonconforming services, and shall be refunded any amounts paid for the nonconforming services.

- e. **Acceptance Testing.** Acceptance Testing means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and/or required for the purchase. Acceptance testing terms will be mutually agreed, in writing and included in an Order or Statement of Work. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

## 20. **Title of Product.**

Title for hardware Products will pass upon delivery to Purchasing Entity or its designee, free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include a license to use any Embedded Software in the Product, as follows:

- a. To the extent that the Software sold under the Master Agreement is Commercial Off-the-Shelf Software, such Software is licensed, not sold, to the Purchasing Entity. The Contractor and its licensors reserve and retain all rights not expressly granted to the Purchasing Entity. No right, title or interest to any trademark, service mark, logo or trade name of Contractor or its licensors is granted to the Purchasing Entity. Licenses to such Software is provided in accordance with the terms of the manufacturer's written End User License Agreement tied to the product at the time of purchase unless otherwise negotiated between Purchasing Entity and the Contractor or the Licenser in a duly executed contract.
- b. Contractor will perform services for the Purchasing Entity, subject to the following section pursuant to a fully executed Statement of Work entered into between the Purchasing Entity and the Contractor.
- c. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement or any Participating Addenda. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables (excluding Products and Services) are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the Deliverables internally. The Contractor shall be responsible for ensuring that the license is consistent with any third-party rights in the Pre-existing Intellectual Property.
- d. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licenser, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

## 21. **Warranty.**

- a. All Contractor-branded Products are covered by Contractor's limited warranty statements that are provided with the Products or otherwise made available. Hardware Product warranties begin on the date of delivery or if applicable, upon completion of Contractor installation, or (where Purchasing Entity delays Contractor installation) at the latest 30 days from the date of delivery.
- b. For third-party Products sold by Contractor that are not Contractor-branded, the Contractor sells the third-party Products "AS IS" with the manufacturer's or publisher's standard warranty, software license, support, and maintenance terms. The Contractor will provide warranty, support, and maintenance call numbers and assist the Purchasing Entity to engage the manufacturer or publisher for warranty, support, and maintenance issues.

- c. When Contractor receives a valid warranty claim for an Contractor-branded hardware or software Product, Contractor will either repair the relevant defect or replace the Product. If Contractor is unable to complete the repair or replace the product within a reasonable time, Participating Entity will be entitled to a full refund upon the prompt return of the product to Contractor (if hardware) or upon written confirmation by Participating Entity that the relevant software Product has been destroyed or permanently disabled. Contractor will pay for shipment of repaired or replaced products to Purchasing Entity and shipment of items returned to Contractor under this section.
- d. **Services with Deliverables.** If Supporting Material for services defines specific deliverables (non-products or services), Contractor warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies Contractor of such a non-conformity during the 30-day period, Contractor will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to Contractor.
- e. **Eligibility.** Contractor's service, support and warranty commitments do not cover claims resulting from:
  - 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  - 2. Modifications or improper system maintenance or calibration not performed by Contractor or authorized by Contractor;
  - 3. failure or functional limitations of any non-Contractor software or product impacting systems receiving Contractor support or service;
  - 4. malware (e.g. virus, worm, etc.) not introduced by Contractor; or
  - 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Participating Entity, or other causes beyond Contractor's control.
- f. This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties. Nothing in this section shall modify Contractor's obligations regarding, or liability for, intellectual property infringement.

## **22. System Failure or Damage.**

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

## **23. Payment.**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

#### **24. Leasing or Alternative Financing Methods.**

Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

#### **25. Contract Provisions for Orders Utilizing Federal Funds.**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

#### **26. Self Audit.**

The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

#### **27. Assignment/Subcontracts.**

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

#### **28. Insurance.**

- a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
  1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
- e. During the term of this Master Agreement, the Lead State and Participating Entities may request Contractor provide evidence of coverage that meets the requirements of this Section. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## 29. Administrative Fees.

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.
- b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.
- c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

## 30. NASPO ValuePoint Reports

- a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity, including Orders invoiced to Participating Entity ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without

amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- b. **Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- c. **Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

### **31. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor’s website has been updated to properly reflect the contract offer as available in the Participating Entity.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.
- g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

### **32. Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

### **33. Records Administration and Audit.**

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Once every twelve (12) months with ten (10) business days' written notice, Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. Any inspector or auditor acting on behalf of the Lead State, Participating Entity, or Purchasing Entity shall comply with the confidentiality terms of this Master Agreement. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.
- d. The disclosure of records to Participating States relating to Participating Addenda and Orders placed against the Master Agreement shall be governed by the laws of the Participating State/Participating Entity that placed the Order.
- e. Unless prohibited by applicable law, in no event will Contractor be required to provide Lead State, Participating Entity, or Purchasing Entity or any party's auditor with access to Contractor's internal Products/Services labor or cost data, or data related to employees or other customers of Contractor unless such data is required to be provided by this Master Agreement or is necessary to confirm Contractor's compliance with this Master Agreement.
- f. Audits shall be performed at the expense of Lead State, Participating Entity, or Purchasing Entity during normal business hours in a manner to minimize disruption to Contractor's business, and Lead State, Participating Entity, or Purchasing Entity shall promptly provide Contractor with a copy of the results of the audit. Notwithstanding the previous, if the audit results in a finding of Contractor's material noncompliance with the terms of this Master Agreement, a Participating Addendum, or Order, Contractor shall reimburse the auditing party for the costs of the audit.

#### 34. Indemnification

- a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any third-party claims or causes of action, including defense costs settlement amounts, court-awarded damages, (as well as reasonable attorney's fees and court costs), and third-party costs incurred by Indemnified Party at the request of Contractor in connection with the defense of the claim, to the extent arising from Contractor's willful misconduct or negligence. Contractor's defense of such claims is subject to Indemnified Party's prompt notification of Contractor of such claims, cooperation with Contractor in the defense of the claims, and granting Contractor sole defense of such claims.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

- b. Intellectual Property Indemnification. Notwithstanding Paragraph 34.a of Exhibit A, the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any action or claim brought against the Purchasing Entity to the extent that it is based on a claim that alleges that a Contractor-branded Product or Service as supplied under this Agreement infringes upon the intellectual property rights of a third party. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.

1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue, modify the Product or Service, or replace the allegedly infringing Product with one that is at least functionally equivalent to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.
2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Unauthorized use of the Product, Service, deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the deliverables or the System in combination, operation, or use with other products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing.

This Paragraph 34.b of Exhibit A shall also apply to deliverables (excluding Products and Services) identified as such in the relevant Supporting Material except that Contractor is not responsible for claims resulting from deliverables content or design provided by Purchasing Entity.

### **35. Limitations of Liability**

- a. The Parties agree that neither Contractor nor the Indemnified Party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special costs or damages.
- b. Contractor's liability is limited to the greater of (i) the aggregate annual value amount of all fees paid to the Contractor by the Purchasing Entity under this Master Agreement; and (ii) ten million dollars and no cents (\$10,000,000.00). Subsections (i) and (ii) are limited to direct damages as a result of a claim arising under this Agreement. This limit on liability does not limit either party's liability for claims for bodily injury or death caused by its negligence, acts of fraud, willful repudiation of the Agreement, nor any liability which may not be excluded or limited by applicable law.

### **36. Reserved.**

### **37. Assignment of Antitrust Rights.**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **38. Debarment.**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**39. Governing Law and Venue.**

- a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**40. Confidentiality, Non-Disclosure, and Injunctive Relief.**

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- f. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to receive, maintain, process, transmit, or have access to personally identifiable information ("PII") of Purchasing Entity in providing Services.

#### **41. Public Information.**

This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

#### **42. Cancellation.**

Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

#### **43. Force Majeure.**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war, as well as restrictions imposed by a public health agency which unforeseeably and substantially inhibit Contractor's ability to deliver Product or other deliverables under this Master Agreement, which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

#### **44. Defaults and Remedies.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
  - 1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or
  3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or
  4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  5. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.
  - c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
    1. Exercise any remedy provided by law; and
    2. Terminate this Master Agreement and any related contracts or portions thereof; and
    3. Impose liquidated damages as provided in this Master Agreement; and
    4. Suspend Contractor from being able to respond to future bid solicitations; and
    5. Suspend Contractor's performance.
  - d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. In addition, Purchasing Entity may withhold payment for any Order affected by Contractor's default until the default is remedied.
  - e. Contractor may terminate this Agreement, on written notice if the Lead State fails to meet any material obligation and fails to remedy the breach within 30 calendar days of Contractor providing written notice of the default that identifies the nature of the default. Contractor may terminate a Participating Addendum, on written notice if the Participating Entity fails to meet any material obligation and fails to remedy the breach within 30 calendar days of Contractor providing written notice of the default that identifies the nature of the default. If the Lead State becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or

receivership or asset assignment, Contractor may terminate this Agreement any unfulfilled obligations under this Agreement. If the Participating Entity becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, Contractor may terminate that Participating Entity's Participating Addendum and cancel any unfulfilled obligations under that Participating Addendum.

- f. Contractor may suspend or cancel performance of open Orders or Services if Purchasing Entity fails to pay any undisputed payment when due.

#### **45. Waiver of Breach.**

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

#### **46. Notices.**

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

##### Lead State:

Elizabeth Randa, Acquisition Management Specialist  
112 Administration Bldg.  
50 Sherburne Avenue  
St. Paul, MN 55155  
[elizabeth.randa@state.mn.us](mailto:elizabeth.randa@state.mn.us)

##### Contractor:

Chief Legal Officer  
1501 Page Mill Road  
Palo Alto, CA 94304-1126

##### With a Copy To:

Debra Lee, Public Sector Contract Management Director  
10300 Energy Drive  
Spring, Texas 77389  
[debra.lee@hp.com](mailto:debra.lee@hp.com)

#### **47. No Waiver of Sovereign Immunity.**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

## **Exhibit B: Minnesota Terms and Conditions**

### **1. Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

### **2. Product and Service Schedule (PSS).**

- a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

- b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.
2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).
  - a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.
  - b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.
  - c) Contractor must maintain a historic record of all past PSSs and post links on their dedicated NASPO ValuePoint website for the historical records.

- d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

### **3. Purchase Orders.**

There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

### **4. Risk of Loss or Damage.**

The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

### **5. Payment Card Industry Data Security Standard and Cardholder Information Security.**

Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any), which are in scope for Contractor's PCI Compliance Reporting to its Acquiring Banks, comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

### **6. Foreign Outsourcing of Work.**

Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

### **7. State Audits (Minn. Stat. § 16C.05, subd. 5).**

The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

### **8. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when

such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

#### 9. Human Rights/Affirmative Action.

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.
- c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

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

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

#### **10. Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

#### **11. Reserved.**

#### **12. Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

#### **13. Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

#### **14. Conflict Minerals.**

Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: <http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838>  
<http://www.sec.gov/news/press/2012/2012-163.htm>

#### **15. Hazardous Substances.**

To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

#### **16. Copyrighted Material Waiver.**

The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

#### **17. Publicity.**

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

#### **18. Performance While Dispute is Pending.**

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

#### **19. Organizational Conflicts of Interest.**

An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

- b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- c. the Contractor has an unfair competitive advantage.

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

## **20. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:
  - 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
  - 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.
  - 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  - 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **21. Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

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

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

**22. Survivability.**

Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees. Purchase Orders, software licenses, warranties, Statements of Work, and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration, cancellation, or termination of this Agreement.

**23. Severability.**

If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

## **Exhibit C: Requirements**

### **1. Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

### **2. Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

### **3. Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

#### **a. Mandatory Specifications:**

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

#### **b. Desirable Specifications:**

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

#### **4. Environmental Certifications.**

Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

#### **5. EPEAT Registration.**

Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

#### **6. Third-Party Products.**

Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

#### **7. Partner Utilization.**

If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

#### **8. 2019 National Defense Authorization Act, Section 889(f)(3).**

Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US states

are not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

#### **Exhibit D: Pricing Schedule**

Exhibit D will include the pricing schedule, as negotiated by the parties.

**Exhibit D: Price Schedule***NASPO ValuePoint Computer Equipment (2023-2028)***CONTROL SET****Master Agreement:** 23011**Contractor Name:** HP Inc.**Awarded Bands:**

<b>x</b>	Band 1: Personal Computing Devices (Windows)
<b>x</b>	Band 2: Personal Computing Devices (Non-Windows)
	Band 3: Servers and Storage

<b>Band</b>	<b>Category Code</b>	<b>Category Description</b>	<b>Discount off Baseline List</b>
1	1B	Band 1 - Minimum Discount	13.0%
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%

**Exhibit D: Price Schedule**

<b>Band</b>	<b>Category Code</b>	<b>Category Description</b>	<b>Discount off Baseline List</b>
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.0%
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%
2	2B	Band 2 - Minimum Discount	13.0%
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%

**Exhibit D: Price Schedule**

<b>Band</b>	<b>Category Code</b>	<b>Category Description</b>	<b>Discount off Baseline List</b>
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.0%
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%
	S	Custom Services	10.0%
	S	HP Care Pack Services	24.0%
	S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
	S	Prebuilt standard HP Image Load & Consulting	10.0%
	S	HP standard Asset Tags	10.0%
	S	Value Added Logistics	10.0%
	S	Onsite Deployment/Installation	10.0%
	S	HP Proactive Management Solutions	10.0%
	S	HP Proactive Security Solutions	10.0%
	S	HP Device Recovery Services	10.0%

**Exhibit D: Price Schedule****Discount Structure**

**Master Agreement:** 23011  
**Contractor Name:** HP Inc.  
**Baseline Price List:** Posted on Contractor's dedicated NASPO ValuePoint website

<b>Band 1: Personal Computer Equipment (Windows OS)</b>			
<b>Band</b>	<b>Category Code</b>	<b>Category Description</b>	<b>Discount off Baseline List</b>
<b>1</b>	<b>1B</b>	<b>Band 1 - Minimum Discount</b>	<b>13.0%</b>
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
<b>1</b>	<b>1T</b>	<b>Band 1 - Third Party Product Minimum Discount</b>	<b>5.0%</b>
1	1T-1	APC	15.0%

**Exhibit D: Price Schedule****Discount Structure**

<b>Band</b>	<b>Category Code</b>	<b>Category Description</b>	<b>Discount off Baseline List</b>
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%

**Band 2: Personal Computer Equipment (Non-Windows OS)**

<b>Band</b>	<b>Category Code</b>	<b>Category Description</b>	<b>Discount off Baseline List</b>
<b>2</b>	<b>2B</b>	<b>Band 2 - Minimum Discount</b>	<b>13.0%</b>
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
<b>2</b>	<b>2T</b>	<b>Band 2 - Third Party Product Minimum Discount</b>	<b>5.0%</b>

Exhibit D: Price Schedule

Discount Structure

Band	Category Code	Category Description	Discount off Baseline List
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%

**Exhibit D: Price Schedule****Volume-Based Discounts**

**Master Agreement:** 23011  
**Contractor Name:** HP Inc.

**All Awarded Bands****1. Per Transaction Multiple Unit Discount(s)**

*Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.*

The estimated additional Volume Discount pricing below may be available by contacting your HP Sales Representative. Be sure to provide HP with your product selection/combination, quantities, timeline of purchase or any other additional information in order to obtain these additional discounts. These discounts exclude HP Smart Buy/Promotions/Specials/Chromebooks and some products within the category as determined by the OEM. (Competitive volume pricing may be available for Chromebooks and product categories not listed, but additional discounts may vary.)

Category	Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
Desktops & Workstations	\$101,000.00	\$1,000,000.00	10-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Desktops & Workstations	> \$1,000,000.00	no max	16-26% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	\$101,000.00	\$1,000,000.00	6-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	> \$1,000,000.00	no max	16-19% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	\$101,000.00	\$1,000,000.00	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	> \$1,000,000.00	no max	8-17% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	\$101,000.00	\$1,000,000.00	12-21% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	> \$1,000,000.00	no max	22-27% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	\$101,000.00	\$1,000,000.00	2-4% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	> \$1,000,000.00	no max	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer

**Exhibit D: Price Schedule****Volume-Based Discounts****2. Cumulative Discount(s)**

*Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.*

After review and analysis of the cumulative purchases at the end of each year of the Master Agreement, if HP and NASPO determine that the volumes are reached, these discounts will be passed directly to the Master Agreement based on the Lead State approval for participants and procuring entities to utilize as additional cost savings on HP products. These cumulative discounts are only potential for future potential minimum band discount or potential product services, as determined by HP.

<b>Contract Sales</b>	<b>Additional Discount For a Product Series in an Additional Category</b>	<b>Minimum Band Discount Increase</b>
\$900,000,000.00 to \$1,000,000,000	1.0%	2.0%
\$1,000,000,001 to \$1,200,000,000	2.0%	3.0%
\$1,200,000,001 to \$1,500,000,000	3.0%	4.0%
Over \$1,500,000,000	4.0%	5.0%

**3. Other Discount(s)**

*Additional discount(s) available.*

Upon procuring agency request and proper coordination with the HP Account Manager, HP may offer an additional discount or technology fee based on the agency request over the volume price for "Bulk Buy Purchases" for HP product categories offered (excludes Chromebook/Smart Buys/Promotions/Specials) of HP-branded products during a pre-selected time period (60-90 days). For example, if a procuring entity decides to do a one-time "Bulk Buy" for the purchase of 5,000 select configuration(s), the agency could qualify for a one-time additional discount or technology fee as mutually agreed and negotiated with that specific procuring entity.

<b>Bulk Purchase</b>	<b>Threshold if applicable</b>	<b>Additional Discount</b>
5,000 to 10,000 units	5,000 to 10,000 PCs per Purchase Order	1.0%
10,001 or more units	5,000 to 10,000 PCs per Purchase Order	2.0%

**Exhibit D: Price Schedule****Services****Master Agreement:** 23011**Contractor Name:** HP Inc.

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

<b>All Awarded Bands</b>		
<b>Category Code</b>	<b>Description of Service</b>	<b>Percent Discount</b>
S	Custom Services	10.0%
S	HP Care Pack Services	24.0%
S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
S	Prebuilt standard HP Image Load & Consulting	10.0%
S	HP standard Asset Tags	10.0%
S	Value Added Logistics	10.0%
S	Onsite Deployment/Installation	10.0%
S	HP Proactive Management Solutions	10.0%
S	HP Proactive Security Solutions	10.0%
S	HP Device Recovery Services	10.0%

**Custom Services:** (HP directly or approved Servicing Sub) Installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied.

**HP Care Pack Services:** Uplifted & extended warranties, installation, training and other related pre-built standard services

**Exhibit D: Price Schedule****Lease Rates**

**Master Agreement:** 23011  
**Contractor Name:** HP Inc.

**All Awarded Bands****Optional: Lease Rates**

Hewlett-Packard Financial Services Company offers the following lease options: (1) Fair Market Value/True Lease; (2) Tax Exempt Tech Refresh; and (3) Tax Exempt Installment Sale (Lease Purchase).

Lease are provided on the PSS. Rates may be subject to change quarterly.

**Fair Market Value/True Lease:**

For customers that want to lower their cost of using the equipment and retain maximum flexibility at the end of the lease, Hewlett-Packard Financial Services Company offers a fair market value lease (also known as a true lease). This "pay-as-you-go" structure helps you stretch your budget dollars to get the technology you need today. At the end of the lease term, you have several options: 1) return the equipment without penalty; 2) renew the lease for a specified renewal term at a negotiated lease payment amount; 3) purchase the equipment at its then fair market value; or 4) extend the original term and continue to make the same periodic lease payments until you are ready to exercise one of the three previously listed options. This plan may help customers avoid technology obsolescence and asset disposition costs.

Hewlett-Packard Financial Services Company does allow customers to enter into a month-to-month extension at the end of each lease agreement if they find it necessary to maintain their existing leased equipment for longer than the original lease timeframe. Hewlett-Packard Financial Services Company also has a package and shipping service that can be incorporated into the lease contract upfront for returns of equipment at lease end. This service can be very valuable when budgeting for your technology costs.

**Tax Exempt Tech Refresh:**

Tech Refresh is structured as a Tax-Exempt Installment Sale with an option on the last payment to return the equipment (and acquire new) or make the payment and own the equipment outright. The standard offer calls for payments to be made annually in advance, though additional structures may be tailored to accommodate budget restrictions. The final (or option) payment is a set amount of the original purchase price of the equipment and is an estimate of the wholesale value of the equipment at the time of the option. The balance of the cost is amortized over the term. The benefit is that an entity is not locked into any one particular deal; it can purchase the equipment or return it and get new technology. Other important elements of the Tech Refresh structure are listed below.

- There is only one refresh opportunity during the lease
- Lessee must be committed to acquire and lease similar equipment prior to exercising the option
- Tech Refresh is offered only as a Tax-Exempt Installment Sale structure
- The option cannot be exercised if an event of default has occurred and is continuing
- Lessee must provide an irrevocable written election of notice of its intent to refresh or purchase 3 months prior to the refresh period. On the 48-month term the refresh point is month 36 which requires notification at month 33. On the 60-month term the refresh point is month 48 which requires notification at month 45. Sample buyout goes into effect if refresh option is not exercised.

**Exhibit D: Price Schedule****Lease Rates****Tax Exempt Installment Sale (Lease Purchase):**

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal – declines as each Lease Payment is made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor files a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23011  
Contractor Name: HP Inc.

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	



## CONSENT AGENDA ITEM NO. 8.F.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving the Purchase and Installation of Water Quality Testing Equipment, Hardware, and Software from YSI, Inc., in the Amount of \$81,346.13, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

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

Objective 2b. Quality water for the long term

**BACKGROUND:** The Water Department is recommending the approval of this Item which would support a research grant with the Illinois Soybean Association, Purdue University, and the University of Illinois at Champaign for the study of targeted cover crop application in designated hotspots within the City's 70,000-acre watershed for nitrate and sediment reductions into the two reservoirs. As part of the grant with the Illinois Soybean Association, the grant award will reimburse the City for the total cost of the equipment within Fiscal Year (FY) 2025. The City will retain ownership of the testing equipment upon the completion of the study.

The City is not a recipient of the grant, rather the grant is between Purdue University and the Illinois Soybean Association with the City and the McLean County Soil and Water Conservation District (MSCWCD) offering limited support. The City was contacted by Purdue University concerning a research proposal that would benefit the quality of the City's water supply by studying the effectiveness of cover crops. The City currently funds the application of cover crops through its own program which allowed Purdue University to leverage the City's cover crop funds with funds from the Illinois Soybean Associations, allowing a more robust application of cover crops within the City's watershed. Between the City's annual cover crop funds and the funds provided to Purdue University through the Illinois Soybean Association, the amount of available funds to apply towards cover crops approximately triples, without the City having to spend any additional funds other than those already budgeted.

YSI, Inc. equipment is used extensively throughout the Water Treatment Plant, within the reservoirs and their watersheds. Over the years, the Department has made a significant investment in YSI, Inc. products, including the water quality buoys in each reservoir, the equipment that is used to measure water flowing over the spillway for the Emergency Action Plan, and YSI, Inc. products conduct water quality testing at both in-takes. The City also subscribes to the Hydrosphere cloud network which collects water quality and spillway

information every 15 minutes and stores it in the Hydrosphere cloud, making data collection much easier. This new equipment to be purchased for the Illinois Soybean Association grant will also utilize the Hydrosphere cloud system. Staff are proficient with these products and feel that the continued use of YSI, Inc. products will reduce the amount of time spent learning new products and will be a more efficient use of funds.

Starting in the 1990s, the City, MCSWCD, and a local landowner adjacent to Lake Bloomington began to study nitrate loading through a project that divided a 34-acre field into six different testing plots. Field drainage tile was installed with water quality testing stations at each of the six plots. Tile flow is tested and analyzed for nitrate levels. These six testing stations then empty into two constructed wetlands with water quality monitoring stations located at the entrance and exit of each wetland which allows the City to measure the effectiveness of the wetlands in reducing nitrates through a process called denitrification. These two wetlands then empty into Money Creek and flow into Lake Bloomington. This purchase will replace the aging existing equipment that is currently located at this farm with newer and more accurate technology. This farm will allow the research team to control conditions and study the effectiveness of different types of cover crops and will serve as a showcase for farmers to visit and learn how cover crops can reduce and retain nitrogen within their soil while also diminishing the amount of soil that is lost due to erosion.

The Watershed Management Plan, currently submitted to the Illinois Environmental Protection Agency (IEPA) for review, has outlined farm fields within the 70,000-acre watershed area that contribute significant levels of nitrate and sediment loading to the two reservoirs. The MCSWCD, Purdue University, and the City will then work with landowners to implement cover crops between harvest and the spring planting season.

The City, through the intergovernmental agreement with the MCSWCD, the Town of Normal, McLean County, and the Bloomington/Normal Water Reclamation District (BNWRD), funds an annual cover crop program by budgeting \$90,000 per fiscal year. FY 2025 is the second year the City has funded this program. The \$90,000 the City budgets each year for this program will assist Purdue University's efforts to apply cover crops on targeted hotspots. In FY 2025 alone, the City and MCSWCD signed up 957-acres for this year's cover crop program.

Starting Spring of 2025, the Lake Parks staff will rehabilitate the two wetlands adjacent to the research farm by removing invasive plant species, removing sediment to the original wetland depths, and assisting in the installation of the purchased water quality testing equipment.

The Illinois Soybean Association grant is one part of a larger program aimed at reducing nitrates and sediment from entering the City's two reservoirs - Lake Bloomington and Evergreen Lake. Recently, the City was awarded a grant from the IEPA in the amount of \$159,354.50 (in addition to the City's \$185,300 cost commitment) to install a 2.5-acre wetland at Evergreen Lake which will reduce nitrates and sediment from 450-acres, a new saturated buffer, and 1,600 feet of shoreline stabilization projects. To date, the City has stabilized over 3 miles of shoreline. The MCSWCD and the Lake Parks Maintenance staff of the Water Department have also restored approximately 20-acres of previously mowed areas around Lake Bloomington to native prairies, reducing the amount of time and money spent mowing. At Evergreen Lake, approximately 40-acres have been restored to native prairies with an additional 40-acres planned in the next several years. The partnership with the MCSWCD has also resulted in obtaining the Natural Resources Conservation Services distinguished National Water Quality Initiative Award, which earmarks \$100,000 each year for landowners to apply

for funding for best management practices.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Purdue University, University of Illinois at Champaign, McLean County Soil and Water Conservation District

**FINANCIAL IMPACT:** If approved, the City will purchase and install Water Quality Testing Equipment, Hardware, Software from YSI, Inc., in the Amount of \$81,346.13. This will be paid by the City, and then reimbursed to the City over a period of 3 months concluding in FY 2025 from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 136.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

**ATTACHMENTS:**

[WTR 2B Resolution](#)

[WTR 2C Resolution Exhibit A - Quote](#)

[WTR 2D Limited Source Justification](#)

[WTR 2E IL Soybean Association Grant Information](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF WATER QUALITY TESTING EQUIPMENT, HARDWARE, AND SOFTWARE FROM YSI, INC., IN THE AMOUNT OF \$81,346.13**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the purchase and installation of water quality testing equipment, hardware, and software (PURCHASE), in the amount of \$81,346.13; and

**WHEREAS**, the detailed invoice/quote is attached (Exhibit A); and

**WHEREAS**, The Safe Drinking Water Act (SDWA) sets the maximum contaminant level (MCL) for nitrates in drinking water at 10 milligrams per liter (mg/L); and

**WHEREAS**, due to exceeding this standard in the 1980s and early 1990s, the City entered into a “Letter of Commitment” with the Illinois Environmental Protection Agency (IEPA) to manage nitrate levels through a robust watershed program and partnered with the McLean County Soil and Water Conservation District (MCSWCD) for watershed management; and

**WHEREAS**, the City and the MCSWCD submitted an updated Watershed Management Plan to the IEPA, which focuses on best management practices that reduce nitrate and sediment loading into the City’s two drinking water reservoirs; and

**WHEREAS**, the Watershed Management Plan outlines the use of cover crops as a leading best management practice to mitigate both nitrate and sediment loading that Purdue University, with aid from the University of Illinois, Illinois State University, the City, and the MCSWCD, was awarded a grant from the Illinois Soybean Association in the amount of \$182,730 to study the effects of cover crops on farm fields that produce high levels of nitrate and sediment loading; and

**WHEREAS**, in order to study the effectiveness of cover crops, water quality testing equipment must be installed in order to better understand how cover crops prevent nitrate and sediment loading into the two reservoirs; and

**WHEREAS**, the PURCHASE consists dataloggers, EXO35 sondes for water temperature, conductivity, turbidity sensors, nitrate sensors, autosampler equipment, all associated hardware and software, and installation, by YSI, Inc. and City staff; and

**WHEREAS**, Water Staff have made previous capital investments with this brand/type of equipment and feel it is in the best interest of the City to allow for a limited source justification to continue to purchase YSI, Inc. products as staff are very familiar and have been trained on how to use YSI, Inc. products, the products work seamlessly with the current water quality equipment inventory, and this equipment has proven to be reliable in the field which is critical when providing a quality, water supply; and

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

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

**PASSED** this 25th day of November 2024

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk



Quote Number: B251763  
Quote Created: 2024 Nov 12  
Quote Expiration Date: 2024 Dec 31

Quote Prepared For:  
Joe Darter  
Bloomington Illinois, City of  
25515 Waterside Way  
Hudson, IL 61748  
(309) 434-2150  
jdarter@cityblm.org

### Project Description:

ISS445

Comprehensive water monitoring system with real-time data. Stream site: water quality and water flow/velocity data being collected continuously with data sent to YSI HydroSphere website for remote data viewing. Data from water quality and flow sensors will trigger autosampler based upon user-supplied conditions. Autosampler also able to be triggered remotely by user. Turnkey enclosure to be housed in fiberglass enclosure with autosampler. Wetland site: Water level data being collected continuously with end-user download (no telemetry).

YSI to perform comprehensive installation services.

Prepared by: Kyle Kaminski  
Cell Phone: +1 9377768611  
Email: kyle.kaminski@xylem.com



NOTICE:

The following pricing is proprietary and confidential information. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the institution without prior permission from Xylem Inc.

\*Please make PO out to YSI Incorporated. For YSI payment remittance instructions, please see the last page of this quote.

# Proposal Summary

## Stream site

Water quality, flow/velocity, autosampler, real-time data, and installation

#	Part Number	Description	Net Price USD	Qty	Ext. Price USD
1	577503-00	EXO3S Sonde, No Battery, No Depth, 5 Sensor Ports, Central Wiper Compatible  - No depth sensor installed  - No AUX Port / Compact Battery Compartment  - Contains: Sonde, Calibration Cup, Tool Kit, 3 port plugs, USB drive loaded with User Manual and KOR Software	\$3,550.00	1	\$3,550.00
2	599827	EXO Wiped Conductivity/Temperature Sensor  - Purpose-built for combating sensor fouling in long-term monitoring applications  - Designed and engineered for compatibility with EXO2 Sonde's Central Wiper  - Additional Central Wiper Brush and Spacing Kit included	\$1,850.00	1	\$1,850.00
3	599101-01	EXO Turbidity Sensor, Ti  - Compatible with any EXO sonde  - Wide range Sensor reads from 0-4000 FNU  - Incorporates wet-mate connector and welded titanium housing	\$2,030.00	1	\$2,030.00
4	599090-01	EXO Central Wiper, EXO2, EXO3, Ti  - Installs in center wiper port on EXO 2 and EXO 3 only  - Includes 2 wiper brushes and installation tool  - Used in unattended monitoring deployments to reduce biofouling	\$1,375.00	1	\$1,375.00
5	608090	EXO NitraLED Kit  - Includes EXO NitraLED UV Nitrate Sensor, EXO2/EXO3 Alignment Ring, and EXO NitraLED Wiper Brush	\$5,550.00	1	\$5,550.00
6	599008-33	EXO 33-m Flying Lead Cable	\$1,050.00	1	\$1,050.00

#	Part Number	Description	Net Price USD	Qty	Ext. Price USD
		- Connects EXO sonde to DCP Signal Output Adapter			
7	060907	3167 Conductivity Calibrator, 1,000-umhos/cm (8 ea, pint)	\$156.00	1	\$156.00
8	607300	Turbidity Standard 100NTU. 126NTU (6136), 124NTU (ProDSS/EXO)	\$396.00	1	\$396.00
9	607400	Turbidity Standard 800NTU. 1000NTU (6136), 1010NTU (ProDSS/EXO)	\$443.00	1	\$443.00
10	608073	NitraLED Nitrate Calibration Standard, 10 mg/L	\$112.00	4	\$448.00
11	SON-IQS	SonTek-IQ Standard. Low profile, five beam up-looking real-time acoustic Doppler current meter/flowmeter (3.0-MHz) with a measurement range of 1.5-m. Features the SmartPulseHD feature, dynamic measurement cell, vertical acoustic beam and pressure sensor for water level measurement, internal flow calculations for both instantaneous discharge as well as total volume, temperature sensor, tilt sensor, RS232, SDI-12, Modbus interface and 4 GB recorder in a low-profile (2.9cm) urethane pressure case (30m max. depth). System includes mounting brackets, USB-RS232 serial adaptor, tool kit, dummy plug kit, power supply and memory drive with SonTek-IQ software and technical documentation.	\$6,875.00	1	\$6,875.00
12	36-0040-020	20-m power and RS232/SDI-12/Modbus communications cable, compatible with the SonTek-IQ Flow Display, 5-pin male dry-pluggable to terminal block	\$495.00	1	\$495.00
13	24-0208	Custom 1-inch (2.54-cm) tall stainless steel riser mount, completely compatible with existing hole patterns on the SonTek-IQ and the standard SonTek-IQ mounting brackets.	\$180.00	1	\$180.00
14	630141	ProSample P. Includes battery, two peristaltic pump tubes, USB cable, Getting Started Guide, and a 5 meter suction hose with screw connection and sinker weight.	\$3,744.00	1	\$3,744.00
15	630134	Set of (24) 1L bottles (PE) with lids	\$255.00	1	\$255.00
16	630112	Distributor arm for 24 x 1L PE, 8 x 2L glass, 12 x 950 mL glass, 24 x 350mL glass; distributor tube (0901064) is pre-installed	\$177.00	1	\$177.00

#	Part Number	Description	Net Price USD	Qty	Ext. Price USD
17	630147	10 meter flow signal cable with open cable end for wiring to a digital or analog device, as well as non-SDI-12 event connections (i.e. a relay)	\$156.00	1	\$156.00
18	630132-20	20 meter suction hose with screw connection and sinker weight	\$332.75	1	\$332.75
19	MODIFIED 203300	MODIFIED Turnkey Enclosure (No Data Logger) 12-in x 14-in NEMA 4X rated enclosure ready for data logger integration. Includes a 12v/ 18ah battery, 30 Watt solar panel, panel mount, and solar regulator. Also includes terminal strip, fusing, dessicant, and internal humidity sensor. Includes basic labor, configuration, testing and fabrication. **MODIFICATIONS: remove 18ah battery and 30W solar panel, replace with 100ah battery and 60W solar panel.**	\$3,714.00	1	\$3,714.00
20	202469	YSI's DL1000X Measurement and Control Datalogger	\$2,250.00	1	\$2,250.00
21	203254	Modem, Cellular, Campbell CELL210 External. Verizon only	\$766.00	1	\$766.00
22	203242	2 Way Cellular Communications, 12 Months, NEW	\$613.00	1	\$613.00
23	203292	Turn Key, Ext Mast Antenna Kit, 10 FT.Includes the following:-10 ft. RG8, N-N RF cable-RG58/U adapter cable; right angle SMA(M) and Type N(M)-Bulkhead mount lightning arrestor-3G/4G Multiband antenna-Antenna mount	\$474.00	1	\$474.00
24	370255	Grounding kit for TK system includes lightning rode, copper wire, ion dissipater, and necessary clamps.	\$332.00	1	\$332.00
25	203287	EXO3 Flying Lead Port Option: For Flying Lead Cable into Enclosure (does NOT include SOA)	\$143.00	1	\$143.00
26	200072	Software, LoggerNet Data Logger Software Base Station Connect and Scheduling Software (LoggerNet)- Used to send new programs to the system and schedule data retrieval for systems with telemetry.	\$960.00	1	\$960.00
27	203700	HydroSphere Cloud based data hosting and visualization platform. Includes: Alarms, data exports, public website, scalable user roles, and more. Monthly service fee for new accounts.	\$9.99	12	\$119.88

#	Part Number	Description	Net Price USD	Qty	Ext. Price USD
28	630155	Cable for connection of ProSample to external 12 V DC source, 2.5 m length	\$88.50	1	\$88.50
29	911515	Gemini Equipment Enclosure from Openchannelflow for sampler (larger enclosure)	\$9,930.00	1	\$9,930.00
30	911500-01000	Engineering and integration. Programming DL1000x datalogger to accept autosampler, EXO, and IQ. Data to HydroSphere. IE01	\$1,000.00	1	\$1,000.00
31	911500-02000	Additional datalogger programming to trigger autosampler based upon user-supplied conditions. Conditions must be supplied to YSI prior to system shipping for proper testing. Programming changes will incur additional fee post-shipping	\$2,000.00	1	\$2,000.00
				Subtotal	\$51,453.13

## Wetland site

### Water level sensor only & mounting hardware

#	Part Number	Description	Net Price	Qty	Ext. Price
1	361815-100	Amazon150-1-00-0 15 PSI Self-contained Continuous Flow Bubbler with Fully Integrated Pressure Sensor with display	\$4,464.00	1	\$4,464.00
2	H-355-DES-2	Desiccating Air Dryer (4400 Cubic Feet) (4.63-in. Wide x 12.25-in. Tall); Used with the H-3553 and H-3551 Bubblers.	\$584.00	1	\$584.00
3	H-355-OL	Orifice Line (1000-ft minimum); Air hose used with the H-3551 and H-3553 Bubblers.	\$498.00	1	\$498.00
4	370250	2-Pole Mast Kit, for field assembly, galvanized steel. Includes 2 pole mast, unistrut, and mounting hardware	\$1,104.00	1	\$1,104.00
5	370621	Termination Kit, for bubbler orifice line, for soil installations	\$816.00	1	\$816.00
				Subtotal	\$7,466.00

## Installation

Comprehensive on-site installation of stream sites and wetland site. Estimating five total days of work with two YSI technicians. Includes on-site installation and mounting hardware (mounted deployment tube for EXO sonde, platform for enclosure, conduit, trenching, etc). Includes contingency pricing which only will be invoiced if needed due to site unseen.

Stream site: YSI providing deployment tube for EXO sonde, enclosure for autosampler & telemetry system, and mounting for flow sensor, along with installation services. All cables to be run through conduit and trenched. Enclosure to be installed on wooden platform which will be supplied by YSI.

Wetland site: End-user supplying enclosure for Amazon bubbler, along with AC power. YSI to provide mounting hardware for enclosure and for Amazon bubbler, along with installation services

#	Part Number	Description	Net Price	Qty	Ext. Price
1	370455	On-Site Field Technician Services - One Field Technician on site for 5 days to act as Technical Lead for specified services. (See bottom of quote for details) **All On-Site Services must be scheduled at least 4 weeks in advance, includes all travel and living expenses** **Does not include materials, supplies or consumables** Please contact us if interested in options - Price is based on driving less than 500 mile round trip for YSI employee from home base to customer site.	\$7,061.00	1	\$7,061.00
2	370460	On-Site Field Technician Services - One Field Technician on site for 5 days for specified services (See bottom of quote for details). **All On-Site Services must be scheduled at least 4 weeks in advance, includes all travel and living expenses** **Does not include materials, supplies or consumables** Please contact us if interested in options. Adds \$1,500 for field supplies/ installation materials	\$10,066.00	1	\$10,066.00
3	Contingency	Due to site unseen, contingency added in event more time/ materials are required. ** Only to be invoiced if needed**	\$5,000.00	1	\$5,000.00
Subtotal					\$22,127.00

## Additional Items

#	Part Number	Description	Net Price USD	Qty	Ext. Price USD
1	Estimated shipping		\$300.00	1	\$300.00
Subtotal					\$300.00

**Payment Remit Address** for quote B251763

Remit to  
YSI, Inc.  
26717 Network Place  
Chicago, IL 60673 - 1267  
Please review the last page of this quote for payment details via  
ACH, Wire, Swift and Check

Grand Total (in USD)	\$81,346.13
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Terms    TBD  
FOB      Origin

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-us/support/xylem-americas-standard-terms-and-conditions/> and incorporated herin by reference and made a part of the agreement between parties.

**YSI Inc. Order Process and Payment Remittance Instructions  
Including YSI, ISS, Aanderaa, Global Water, WaterLOG and SonTek**

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**Credit Card Order:** Please reference quote B251763

**For YSI, ISS, Aanderaa, Global Water and WaterLOG**

Call customer service at (937) 767-7241 (Option 3)

**For SonTek**

Call customer service at (858) 546-8327 (Option 3)

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**PO(Purchase Order)** Please make PO out to YSI Inc. using one of the following Addresses and please copy the Sales Rep [kyle.kaminski@xylem.com](mailto:kyle.kaminski@xylem.com) when emailing PO.

**Physical Address**

YSI Inc.  
1725 Brannum Lane  
Yellow Springs, OH 45387

**Remit to Address**

YSI Inc.  
26717 Network Place  
Chicago, IL 60673-1267

**For YSI, ISS, Aanderaa, Global Water and WaterLOG**

Email or fax the PO along with a copy of this quote to  
[ysi.orders@xylem.com](mailto:ysi.orders@xylem.com)  
Fax: (937) 767-1058

**For SonTek**

Email the PO along with a copy of this quote to  
[sontek.orders@xylem.com](mailto:sontek.orders@xylem.com)

**Purchase Order Guidelines:**

- **Submission Method:** POs must be sent via Email or Fax. Carrier submissions are not accepted.
  - **PO Details:** Ensure all POs include complete billing and shipping information and are clearly marked.
  - **PO Content:** Ensure all Item Numbers, Quantities, and Prices for each line item are listed on the PO.
  - **Contact Information:** Provide an email address for Order Acknowledgement, Shipping Acknowledgement, and Invoice.
  - **Additional Charges:** Taxes, tariffs, and shipping charges are extra and not included in the pricing unless specifically listed as a line item.
  - **Tax Exemption:** Tax-exempt customers must include their Tax ID on the PO and provide proof of Tax Exemption status.
- 

**Payment Remit Address**

YSI Inc.  
26717 Network Place  
Chicago, IL 60673-1267

**Tax Identification # 31-0526418**  
**DUNS 00-424-6716**

**By Check (Drawn on US Banks Only)**

YSI Inc.  
26717 Network Place  
Chicago, IL 60673-1267  
Account Number: 20000011127562  
Account Name: YSI Inc.

**By ACH (with Addenda Record), Wire or SWIFT**

JPMorgan Chase Bank, N.A.  
New York, NY 10005  
Wire Routing Number: 021000021  
ACH Routing Number: 028000024  
SWIFT BIC: CHASUS33

## Warranty

### General

YSI Integrated Systems, including standard sensor and accessories, are warranted for one year from date of purchase by the end user against defects in materials and workmanship. All Cables are warranted for one year from date of purchase by the end user against defects in material and workmanship. The warranty period for chemicals and reagents is determined by the expiration date printed on their labels. Within the warranty period, YSI will repair or replace, at its sole discretion, free of charge, any product that YSI determines to be covered by this warranty. Third party sensors and items not manufactured by YSI are not covered under this warranty. The original manufacturer's warranty may apply to the end customer, warranty claims should be directed to original manufacturer.

To exercise this warranty, write or call your local YSI representative, or contact YSI Customer Service in St. Petersburg, Florida, USA (information at the bottom of this page). Send the product and proof of purchase, transportation pre-paid, to your local YSI representative or the Factory Service Center selected by YSI. Repair or replacement will be made and the product returned transportation pre-paid. Repaired or replaced products are warranted for the balance of the original warranty period or at least 90 days from date of repair or replacement.

### Limitation of Warranty

This warranty does not apply to any YSI product damage or failure caused by:

- (i) failure to install, operate or use the product in accordance with YSI's written instructions,
- (ii) abuse or misuse of the product,
- (iii) failure to maintain the product in accordance with YSI's written instructions or standard industry procedure,
- (iv) any improper repairs to the product,
- (v) use by you of defective or improper components or parts in servicing or repairing the product, or
- (vi) modification of the product in an way not expressly authorized by YSI.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YSI's LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, AND THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY. IN NO EVENT SHALL YSI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY.

YSI Factory Service Centers  
United States

YSI Integrated Systems & Services  
1725 Brannum Lane  
Yellow Springs, OH 45387

Quote #: B251763  
Expires: 2024 Dec 31

Phone: 937-767-7241

E-Mail: [systems@ysi.com](mailto:systems@ysi.com)

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

### SECTION A – LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # YSI, Inc. #2716

Amount: \$81,346.13


Date: 11/15/2024

Description of item/services: Purchase of new water quality testing equipment to support a research grant with the Illinois Soybean Association and Purdue University, to be installed at the Hoffman Farm site adjacent to Lake Bloomington.

Justification: The Water Department is part of a grant with Purdue University and the Illinois Soybean Association to study targeted cover crop effectiveness throughout the watershed. This equipment will be installed to replace aging equipment that will sample various collection points throughout the farm to be analyzed for nitrates and other water quality parameters. The equipment that is to be replaced is old and in need of being replaced with newer technologies. YSI, Inc. products are used throughout the reservoirs, Treatment Plant, Evergreen Lake Pump house and the watershed to collect and transport vital data to the Hydrosphere cloud, which has been in use for reservoir level monitoring and water quality monitoring from the previously purchased buoys at both reservoirs since 2017. Staff is very familiar with YSI, Inc. products and has made previous capital investment in this type of equipment because staff have been training on this equipment and are proficient with this equipment. These products have been found to work seamlessly with the many other water quality testing equipment previously purchased by the Department. This purchase is the most efficient use of funds because it will greatly reduce the learning curve of new equipment and has been proven to be reliable in the field which is critical when providing a quality water supply.

Please code to 50100140-70220.

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


 Ed Andrews  
 Dr. of Water

11-19-24

Date

### SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:

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

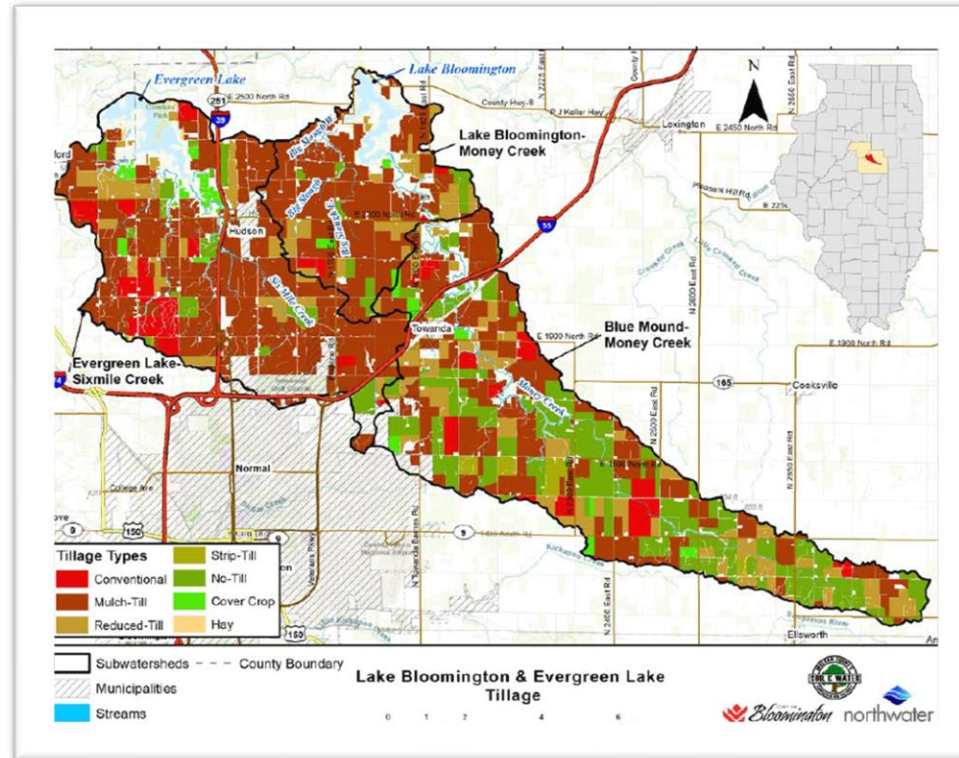
Do not concur for the following reason(s):

11/19/2024

\_\_\_\_\_  
Name and Signature of Purchasing Agent or Designee

\_\_\_\_\_  
Date

# Evaluation of a Targeted Watershed Conservation Plan in Lake Bloomington Watershed



PI: Dr. Shalamar Armstrong, Associate Professor, Agronomy Department, Purdue University  
Co-PI: Dr. Rabin Bhattarai, Associate Professor, Department of Agricultural and Biological Engineering, University of Illinois

# Research Focus

- The Mississippi River Basin is a critical agricultural region, producing 90% of the nation's biofuel and feedstock.
- However, with an estimated **52% nitrogen and 25% of phosphorus nutrient loss** downstream soybean and corn production alone.
- It **contributes significantly to the expansion of the hypoxic zone in the gulf of Mexico.**



# Cover cropping for Nutrient Loss Reduction

Cover cropping is estimated (from literature) to have the **highest impact on N loss** with reductions ranging between **28-49%**.

- ✓ Effective in Reducing the Concentration of nonpoint source (NPS) pollutants from tile drained fields.
- ✓ Effective in reducing drainage discharge.
- ✓ Maintains continues water and nutrient uptake and cycling
- ✓ Reduces runoff and nutrient transport downstream.

**Watershed-scale cover crop adoption has the potential to greatly impact NPS nutrient loss reductions in the Mississippi River Basin (Dunn et al., 2016).**



# Research Problem

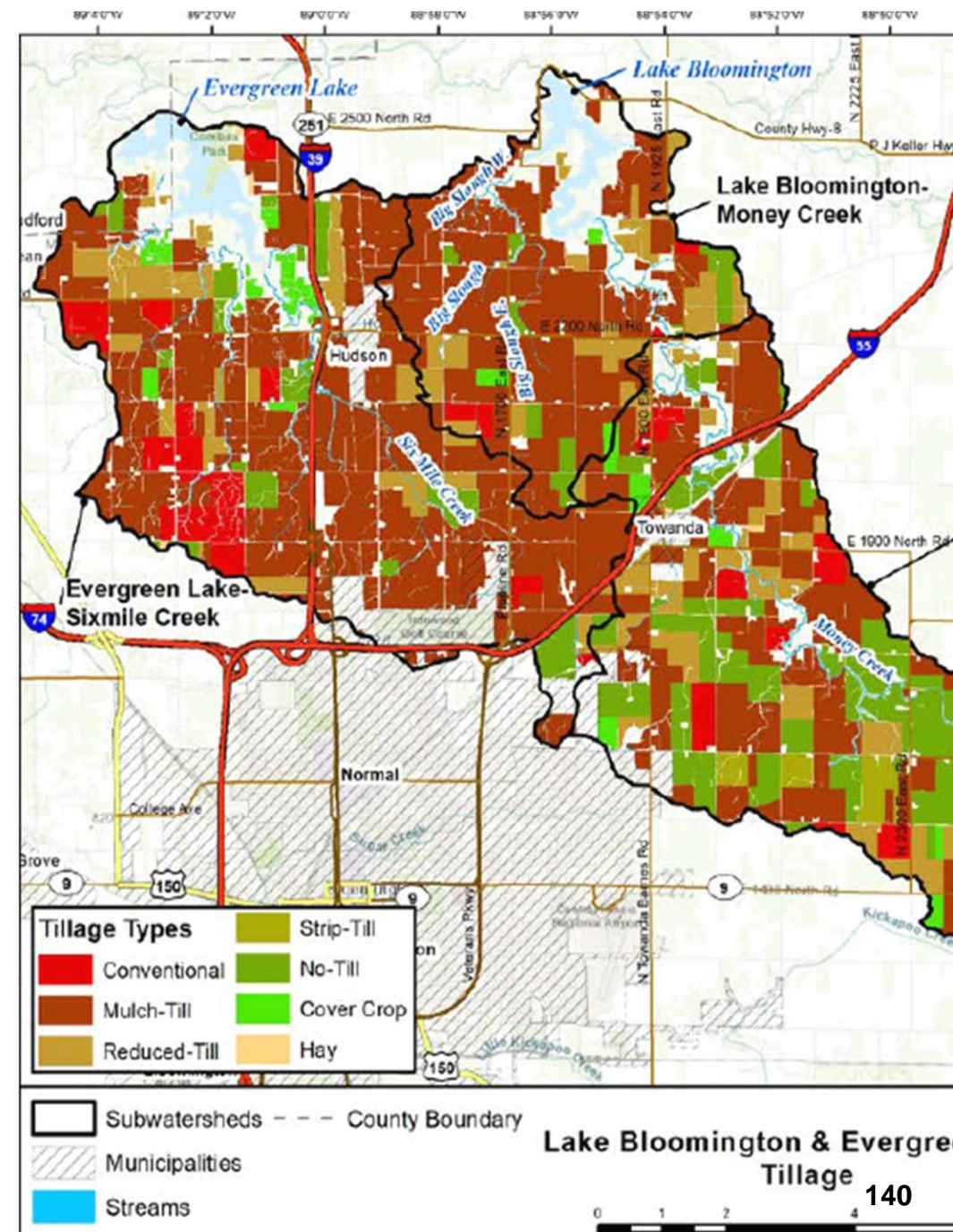
- The effectiveness of cover crops to achieve nutrient loss reduction has been dominantly studied in experimentally controlled environments on plots or fields less than 2 acres.
- In these studies, the scientist controls the level of cover crop adoption, which is normally 100%, nitrogen management, crop rotation, tillage, cash crop variety and maturity, all of which are variables that are not controlled at a watershed-scale.

**There is a need to test cover crops on a watershed scale, where there is little to no scientific control and partial (0-8%) cover crop adoption to determine if cover crops can impact water quality as it refers to N loss via tile-drainage.**



# Objectives

1. Evaluate the long-term stream and lake water quality data set of Lake Bloomington and Evergreen Lake watershed (1998-present) in correlation with the change of conservation on the landscape to generate a firm background of nutrient (N and P) and sediment loss over time and lessons learned;
2. Perform a “Nutrient Loss Risk Analysis” to identify high and low risk nutrient loss zones (“Hotspots”) of the watershed based on estimated total drainage;
3. Encourage cover crop and conservation adoption in the Hotspots watershed zones through farmer engagement and to evaluate the impact of Targeting cover crop adoption in high-risk zones;
4. Quantify the impact of targeted conservation on water quality
5. Provide strategic farmer education within the watershed through the implementation of On-farm learning network sites and associated field days and farmer meetings.



## **Funding Partners**

Illinois Soybean Association has provided \$182,730 for personnel, cover crop adoption, water quality analysis, and outreach.

City of Bloomington has provided \$44,980 toward cover crop adoption at the farm gate.



# Watershed Team

Dr. Shalamar Armstrong, Associate Professor (Cover Crop, soil management, and water quality expert), Agronomy Department, Purdue University-Research Director and will be responsible for cover crop management, data analysis, report, and publication generation.

Dr. Rabin Bhattarai, Associate Professor (Water Quality and System Modelling expert) University of Illinois at Urbana- Champaign, Department of Agricultural and Biological Engineering- Responsible for a SWAT model application and Hotspot analysis.

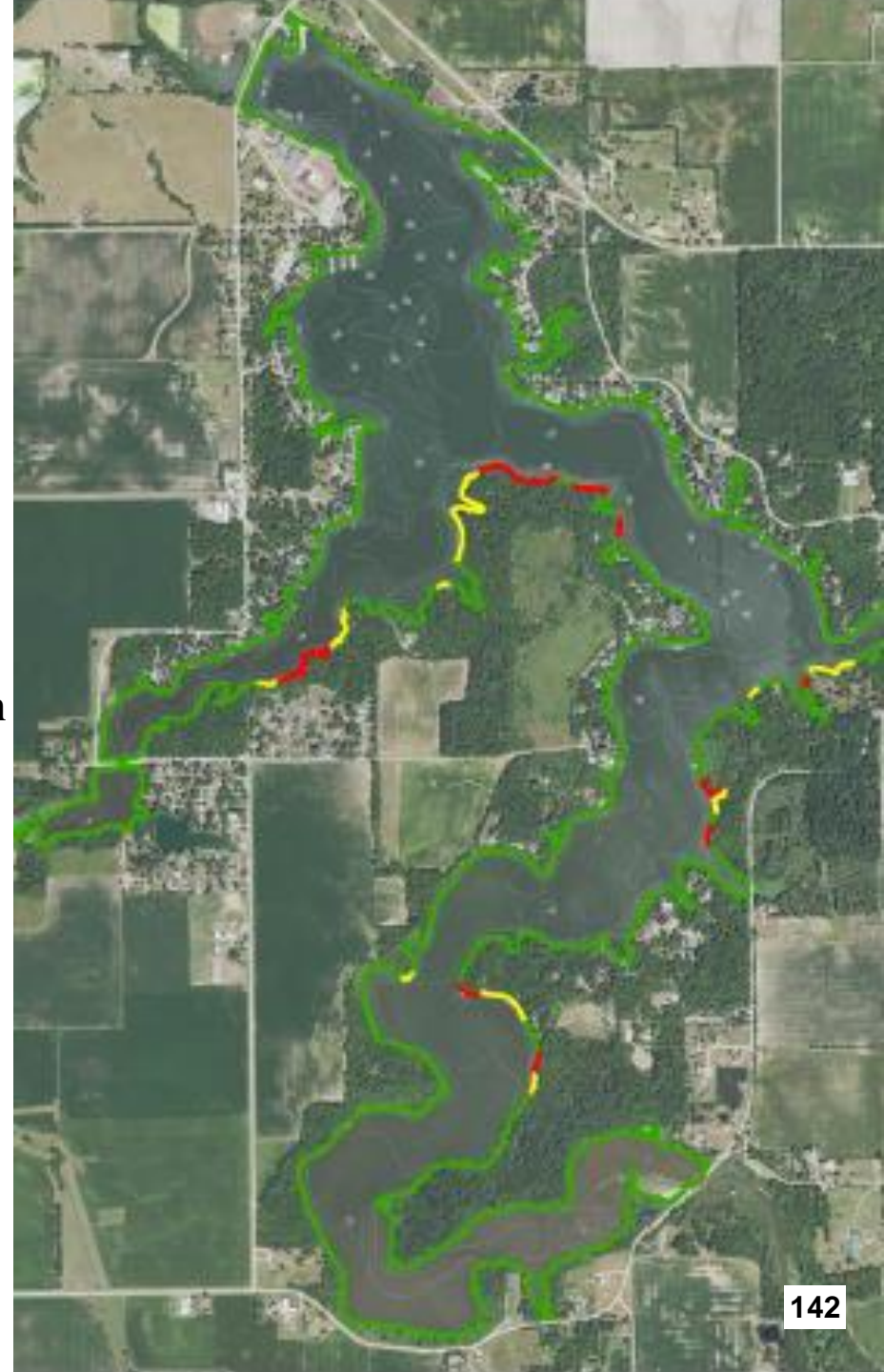
Jackie Kraft, Watershed Coordinator, Mclean County Soil and Water Conservation District. (Conservation Team member and Administrator)

Ross Fogle, Watershed Conservation Specialist, NRCS (Conservation Team member and Program Director)

Joseph Darter, Property Manager and Watershed Manager for the City of Bloomington Water Department, (Conservation Team Member)

Collaborating Farmer Communicator: TBA

Field Technician: Michael Ruffatti, Agronomy Department Purdue University





## HOW CAN COVER CROP ADOPTION IN TARGETED ZONES IMPACT NUTRIENT LOSS REDUCTION?

INFORMATIONAL SHEET

Published September 2024  
Project Status: NEW

### EVALUATION OF A TARGETED CONSERVATION PLAN IN THE LAKE BLOOMINGTON WATERSHED

Dr. Shelamar Armstrong  
Associate Professor, Purdue University

765-498-0256

sarmstro@purdue.edu

#### PROJECT SUMMARY

When faced with non-point nutrient loss reduction goals, it truly does take a village. Farmer-led watershed groups are critical to drive cover crop adoption in watershed hot spot areas. Through this project, researchers will use historic and current water quality and conservation practice data for the Lake Bloomington and Evergreen Lake watersheds to conduct a "Nutrient Loss Risk Analysis" that pinpoints high and low risk nutrient-loss zones. They will share the high-risk hot spots with farmer-led watershed groups and agencies, as well as deliver educational resources to help area farmers adopt cover crops and other practices to mitigate nutrient loss.

#### TRIAL LOCATIONS



#### WHY THIS RESEARCH IS IMPORTANT

- ① When evaluating the effectiveness of cover crops on reducing nitrogen levels in watersheds that feed into the Mississippi River, the studies have been conducted using scientifically controlled parameters. These practices are not reflective of all farms within a watershed.
- ① In addition, when water samples are taken and averaged across a watershed area, they do not reflect the variability and areas of highest risk for nutrient loss through subsurface and surface drainage.
- ① This project intends to identify high-risk zones to target cover crop education and resources.

#### HOW THIS RESEARCH BENEFITS THE FARMER

- 🔗 Researchers plan to pinpoint high and low risk nutrient-loss zones within the Lake Bloomington and Evergreen Lake watersheds. For farmers in high-risk hot spots, this knowledge can inform their engagement with farmer-led watershed groups and agencies about best practices for implementing cover crops and other practices to contribute to further nutrient loss reduction. If proven successful, this model could be used in other watersheds around the state in the future.



#### CHECK OUT FIELD ADVISOR!

See updates and learn more about this project, the research team and other projects at [FieldAdvisor.org](https://FieldAdvisor.org).  
Contact the ISA agronomy team: [agronomy-team@ilsoy.org](mailto:agronomy-team@ilsoy.org).



© 2024 Illinois Soybean Association.

The Illinois Soybean Association (ISA) checkoff and membership programs represent more than 4,000 soybean farmers in Illinois. The checkoff funds market development, soybean production and government relations efforts, while the membership program, Illinois Soybean Growers (ISG) and the Illinois Soybean Growers PAC actively advocates for positive and impactful legislation for farmers at local, state and national levels. ISA upholds the interests of Illinois soybean farmers through promotion, advocacy, research and education with the vision of becoming a trusted partner of Illinois soybean farmers to ensure their profitability now and for future generations.





## CONSENT AGENDA ITEM NO. 8.G.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Study to Evaluate the Conversion of the Existing Quicklime System to a Hydrated Lime System at the Water Treatment Plant, in an Amount Not to Exceed \$74,300, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2b. Quality water for the long term

**BACKGROUND:** The Water Department is recommending the approval of an agreement with Donohue & Associates, Inc. for the design services associated with the lime softening process. At the Bloomington Water Treatment Plant (WTP), lime softening is the primary process for the purification of the lake water to make it safe for drinking. Our lime feeding system at the WTP is 24 years old and the lime storage system is 37 years old. These systems are at the end of their life expectancy.

Currently, we utilize a lime-slaking system. This system mixes un-slaked quicklime and water to create a chemical reaction that produces hydrated lime for dosing it to our ClariCones where the lime softening process occurs. This process helps to remove impurities making the water softer, precipitates solids, and can aid with coagulation of particles for easier removal improving clarity during the treatment process. After softening, the water is stabilized by the addition of carbon dioxide, otherwise, it tends to be unstable and allows limescale to build up in piping causing pumps and valves to fail and piping to plug.

This study will look at converting the plant from a quicklime system to a hydrated lime system. The quicklime product currently used at the WTP in the slaking and softening processes includes about 5% inert material that is carried through both processes as an abrasive grit. Hydrated lime doesn't have this inert, abrasive grit material because it is pre-slaked, cleaned, and dried back to a powder before being shipped to our facility. This hydrated lime is then mixed with water and pumped to the ClariCones. The benefit to this hydrated lime process is that the lime slurry fed to the ClariCones is much more stable and purer, reducing pump and valve failures, reducing build-up in the piping, and greatly reducing mechanical failures.

Through the Request for Qualifications (RFQ) 2022-25 (Resolution 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less

than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the seven selected firms under the C: Potable Water Supply, Treatment, and Mechanical Maintenance-Large category. We determined Donohue to be the most qualified firm to do the work that best meets the City's needs. Based on Donohue's selection under RFQ 2022-25 and their experience with this type of work, Donohue was asked to submit a proposal for the scope and fees associated with performing an evaluation of the alternatives, along with development of construction phasing and construction cost options for this conversion. The vendor was chosen for this project utilizing a qualifications-based selection process, and therefore, the City's local preference policy does not apply. Donohue's proposal is attached, and should the agreement be approved, would authorize an amount not to exceed \$74,300.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the City will enter into an agreement with Donohue & Associates, Inc., in an amount not to exceed \$74,300. This agreement will be allocated out of Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). Funding was originally budgeted in Water Purification-Architectural & Engineering Services for Capital account (50100130-70051). The \$75,000 included in the budget will be transferred from this account to the Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement Fund" on pages 132, 226, 310, 323, and 324.

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

**ATTACHMENTS:**

[WTR 1B Resolution](#)

[WTR 1C Resolution Exhibit A](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC.,  
FOR A STUDY TO EVALUATE THE CONVERSION OF THE EXISTING QUICKLIME  
SYSTEM TO A HYDRATED LIME SYSTEM AT THE WATER TREATMENT PLANT, IN AN  
AMOUNT NOT TO EXCEED \$74,300**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an Agreement with Donohue & Associates, Inc. (Exhibit A) be approved for a study to evaluate the conversion of the existing quicklime system to a hydrated lime system at the Water Treatment Plant (PROJECT), in an amount not to exceed \$74,300; and

**WHEREAS**, PROJECT consists of a study necessary for the replacement of equipment that is 24 years old, as this equipment has become less reliable, putting the Water Treatment Plant at risk of failure. The study will look at converting the current quicklime system to a hydrated lime system removing the need to slake lime, removing the potential for grit in the system, improving treatment reliability, and minimizing the extensive pipe cleaning, while reducing maintenance cost and mechanical failures; and

**WHEREAS**, Donohue & Associates, Inc. will determine specific recommendations for cost-effective improvements with a construction schedule designed to follow the City's financial planning; and

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

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

**PASSED** this 25th day of November 2024.

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

## EXHIBIT A

### CITY OF BLOOMINGTON AGREEMENT WITH DONOHUE & ASSOCIATES, INC. FOR ARCHITECTURAL & ENGINEERING SERVICES

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Donohue & Associates, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

This Agreement was not subject to a formal solicitation process by the CITY.

- X        This Agreement was subject to the following procurement initiative by the CITY:  
"RFQ #2022-25 FY22 Multi-Year Professional A&E Services" (hereinafter "REQUEST").  
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

- X        This Agreement does not require the furnishment of any bonds by the VENDOR.

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said

VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

**Section 8. Force Majeure.** ~~Neither the CITY nor VENDOR shall not be in default of this Agreement and or shall not be~~ held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's or VENDOR's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

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

~~any other provision of this Agreement. To the fullest extent permitted by Laws and Regulations, CITY and VENDOR waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

**Section 11. Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act. Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY's sole risk and VENDOR assumes no responsibility for the alteration or reuse of those documents.

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

**Section 13. Time is of the EssenceSchedule.** With regard to all dates and time periods set forth or referred to in this Agreement, VENDOR shall complete work in agreed-to timeframes time is of the essence subject to the Standard of Care. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

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

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

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

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

X This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this

Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

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

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

**If to VENDOR:**

Donohue & Associates, Inc  
Attn: Terry Boyer  
1605 S. State Street, Suite 1C  
Champaign, IL 61820  
tboyer@donohue-associates.com

**Copy to:**

Donohue & Associates, Inc.  
Attn: Craig Brunner  
3311 Weeden Creek Road  
Sheboygan, WI 53081  
cbrunner@donohue-associates.com

**If to CITY:**

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

**Copy to:**

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

**Section 22. Insurance.** VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall

be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

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

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

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

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

**Section 27. Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees). For purposes of this Agreement, a party is "successful" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By: Craig W. Brunner  
Its President

By: Tom K. Boy  
Its Vice President

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED



## EXHIBIT A

### PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

#### A. PROJECT DESCRIPTION

The Water Division of the City of Bloomington's Public Works Department ("City") owns and operates a public water system that serves customers within the City's corporate limits. The City owns a water treatment plant that is located north of the City, and that facility conveys finished water to the distribution system within the City. The water treatment plant consists of lime water softening Claricone structures that discharge settled water to the re-carbonation basins.

The current lime softening system consists of a pebble lime system. This system results in a significant amount of grit in the system causing operational and maintenance issues for plant staff. The plant staff have been interested in converting their pebble lime system to a hydrated lime system to reduce the grit and residual accumulation and the accompanying operational and maintenance impacts. The existing lime slaking components and equipment was installed in 2001 and is therefore approaching end of life and will require replacement.

This project consists of performing a preliminary evaluation of the alternatives listed below in Task 3 and the development of a report for the recommended project. Some of these alternatives include the replacement of the current pebble lime slaking system with a new hydrated lime system.

#### B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

##### Task 1 - Project Management

- a. Prepare task order, project plan, monthly invoicing, progress reporting, and client communications
- b. Conduct virtual kick-off meeting with owner (Meeting #1)
- c. Prepare and submit meeting minutes (electronic copy only)

##### Task 2 – Field Verification/Data Review/Data Collection

- a. Review record drawings, reports and historical information
- b. Conduct WTP site visit to verify as-built information and field conditions
- c. Interview WTP staff to verify current and future desired conditions
- d. Confirm existing infrastructure and identify existing utility conflicts
- e. Determine, with owner input, construction access constraints and sequencing requirements

##### Task 3 – Project Development and Evaluation of Alternatives

- a. Develop process design criteria (select and size process equipment)
- b. Develop and prepare an evaluation of the following alternatives:
  - o Updated batch slaking with grit removal and recirculation pumping
  - o Detention slaking (integrated grit removal) with recirculation pumping

- Low density hydrated lime with recirculation pumping
- High density hydrated lime with direct metering

Evaluation will include a comparison of capital costs, chemical costs, and maintenance requirements along with other potential advantages or disadvantages related to system reliability, process control, or other relevant considerations.

- c. Conduct a virtual workshop with the City (Meeting #2) to review the alternatives analysis. The objective of this workshop will be to identify the recommended alternative for the City to move forward with.
- d. For the recommended alternative, develop the following:
  - Develop conceptual site plan and building layouts
  - Develop and document equipment preferences
  - Develop and document operational strategies
  - Develop and document construction challenges
  - Review permit requirements
  - Opinion of Probable Construction Costs (OPCC)

#### Task 4 - Draft Evaluation Report

- a. Prepare Draft Evaluation Report summarizing Tasks 2-3
- b. Submit electronic copy of Draft Evaluation Report for Owner review (allow 2 weeks for review)

#### Task 5 - Owner Meeting

- a. Prepare for and conduct virtual meeting to review Owner Comments (Meeting #3)
- b. Prepare and submit Meeting Minutes (electronic copy only)

#### Task 6 - Final Evaluation Report

- a. Update Final Evaluation Report to address and incorporate Owner Comments
- b. Submit Final Evaluation Report (electronic copy)

### C. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon receipt of a Notice to Proceed from OWNER and will complete the work within one hundred twenty (120) days.

## PART II OWNER RESPONSIBILITIES

### A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

- 1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.

2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

EXHIBIT B  
COSTS/FEES

**WTP Hydrated Lime Study  
City of Bloomington, Illinois  
2024 Fee Estimate Summary  
Donohue & Associates**

IDOT OH Rate    1.4794    14.500%

PM      Ops      Controls      Elect      Process      Struct

Task Description	Sheet Count							Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VII	ENG VII	ENG VI	ENG V	ENG V								
Alternatives Analysis															\$ 74,291
1 Project Management		4	1	1	1	1	1	9	\$ 800			\$ 1,183.52	\$ 288	\$ 2,271	
2 Field Verification/Data Review/Data Collection		16	16	8	8	32	8	88	\$ 7,456	\$ 1,500		\$ 11,030.41	\$ 2,898	\$ 22,884	
3 Project Development and Evaluation of Alternatives		4	8	16	20	48	8	104	\$ 8,620			\$ 12,752.43	\$ 3,099	\$ 24,471	
4 Draft Evaluation Report		4	8	8	10	22	8	60	\$ 5,008			\$ 7,408.84	\$ 1,800	\$ 14,217	
5 Owner Meeting		2	2	2	2	4	2	14	\$ 1,186			\$ 1,754.57	\$ 426	\$ 3,367	
6 Final Evaluation Report		2	4	4	4	12	4	30	\$ 2,494			\$ 3,689.62	\$ 897	\$ 7,080	
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## CONSENT AGENDA ITEM NO. 8.H.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving the Expansion of the Automatic License Plate Reader (ALPR) Program to Work in Conjunction with the Public Safety Camera System (PSCS) through the Purchase of 14 Additional Flock, Inc. Cameras and one Solar Falcon LR, in the Amount of \$104,850, as requested by the Police Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**BACKGROUND:** The Bloomington Police Department's (BPD) Strategic Plan and City's current community policing philosophy encompasses the proactive use of new technologies in concert with investigative procedures that are cost-effective while increasing departmental efficiencies and community transparency. The great majority of crimes in the City involve the use of a vehicle, because of this, the BPD has been building and deploying a Public Safety Camera System (PSCS) since 2012 to aid in investigations. The addition of Automatic License Plate Readers (ALPR) in Bloomington is used as an additional technology tool to assist BPD in enhancing public safety in areas impacted by violent crimes, major organized retail thefts, and near locations of frequent vehicle crashes. The City's current PSCS has been utilized to solve numerous crimes including homicides, sexual assaults, grand thefts, and major traffic crashes.

The addition of the ALPRs, working in conjunction with the PSCS, has significantly increased the effectiveness of our Public Safety cameras and has been instrumental during the investigation of violent crime in the Bloomington area. The system has worked as anticipated and reduced the amount of time employees have had to manually review video footage. The ALPR uses cloud-based machine learning processes. These processes have allowed our agency to instantly compare vehicles seen on their PSCS systems and compare that footage with still images of vehicles recorded on pole-mounted ALPR systems. Using this automated matching process has significantly reduced the investigative time and associated employee costs while focusing on investigative efforts which led to several arrests for violent crimes in the Bloomington Area. The use of ALPR technology has also improved the City's crash investigations, assisted in missing persons/abduction cases, and reduced potential bias in departmental traffic stops by being able to single out and identify the individuals and vehicles engaging in criminal activity.

The City will utilize Flock, Inc. as a limited source due to the previous capital investment with Flock that will allow staff to maintain the current infrastructure. In addition, staff have had positive service, support, and overall satisfaction with Flock in general. If approved, the City will expand the ALPR Program to work in conjunction with the PSCS by purchasing 14 additional Flock, Inc. cameras and one Solar Falcon LR.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Flock expansion has been presented to the Public Safety and Community Relations Board (PSCRB), which supports the upgrades.

**FINANCIAL IMPACT:** If approved, the City will Purchase 14 Additional Flock, Inc. Cameras and one Solar Falcon LR, in the Amount of \$104,850. This will be paid from Police-Other Professional and Technical Services account (10015110-70220) with \$57,350 paid from Fiscal Year 2025 Budget and the remaining \$47,500 will be paid from Fiscal Year 2026 Budget. Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 232. The FY 2026 amount of \$47,500 will be included by the Police Department in their FY 2026 Proposed Budget.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

**ATTACHMENTS:**

[PD 1B Resolution](#)

[PF 1C Resolution Exhibit A](#)

[PD 1D Limited Source Justification.pdf](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING THE EXPANSION OF THE AUTOMATIC LICENSE PLATE READER (ALPR) PROGRAM TO WORK IN CONJUNCTION WITH THE PUBLIC SAFETY CAMERA SYSTEM (PSCS) THROUGH THE PURCHASE OF 14 ADDITIONAL FLOCK, INC. CAMERAS AND ONE SOLAR FALCON LR, IN THE AMOUNT OF \$104,850**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the purchase of 14 Flock Safety License Plate Readers, in the amount of \$104,850; and

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

**WHEREAS**, the previous investment with Flock allows us to maintain the current infrastructure; and

**WHEREAS**, The positive service, support, and overall satisfaction with Flock in general; and

**WHEREAS**, The proprietary interaction between the line of Flock products and the various systems already in place locally and nationwide; and

**WHEREAS**, the PURCHASE consists of 14 additional Flock Safety Falcon ALPR units and one additional Solar Falcon LR unit; and

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

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

**PASSED** this 25th day of November 2024.

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

## EXHIBIT A

### **Flock Safety + IL - Bloomington PD**

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

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MAIN CONTACT:  
Matt Drab  
matthew.drab@flocksafety.com  
3124043085



ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**" ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

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

Hardware and Software Products  
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$47,500.00
Flock Safety LPR Products			
Flock Safety Falcon ® -	Included	14	Included
Solar Falcon ® LR -	Included	1	Included
Flock Safety Video Products			
Solar Power Boost -	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	14	\$9,100.00
-			
Professional Services - Solar Implementation Fee -	\$750.00	1	\$750.00

Subtotal Year 1:	\$57,350.00
Annual Recurring Subtotal:	\$47,500.00
Estimated Tax:	\$0.00
Contract Total:	\$104,850.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$57,350.00
Annual Recurring after Year 1	\$47,500.00
Contract Total	\$104,850.00

\*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Falcon ® LR -	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Solar Power Boost -	Low sun area solar boost package to support longer power duration
Professional Services - Solar Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

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

FLOCK GROUP, INC.

Customer: IL - Bloomington PD

By: 

Signed by:

Mark Smith

AC5C931454C24F3...

  
Name: Mark Smith  
Title: General Counsel  
Date: 11/20/2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO Number: \_\_\_\_\_

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary)).

### **SECTION A –LIMITED SOURCE PURCHASE:**

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Flock Group Inc #5419

Amount: \$104,850.00

Date: 8/22/2024

Description of item/services:

Fourteen (14) additional FLOCK Safety Falcon ALPR, one (1) additional Solar Falcon LR

Justification:

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

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

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



(Name and Signature of Department Director or Designee)

8/22/24

Date

### **SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:**

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

I concur ☒ I do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

11/20/2024

Date



## **CONSENT AGENDA ITEM NO. 8.I.**

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Town of Normal for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment on the Town's Water Tower at Fort Jesse Road, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The Water Department is recommending the approval of an Intergovernmental Agreement with the Town of Normal for the installation of Automatic Meter Reading (AMI) equipment on the Town of Normal's Water Tower (Facility) at Fort Jesse Road.

AMI is an integrated, fixed-network system that enables communication between the City's water meters and customers. The system collects, stores, analyzes, and presents usage data, providing the City with the ability to monitor water usage in real-time. The City will be responsible for all operational costs associated with their AMI equipment, including reimbursement of electrical use associated with the AMI equipment to the Town.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Town of Normal

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

**ATTACHMENTS:**

[WTR 2B Resolution](#)

[WTR 2C Resolution Exhibit A](#)

[WTR 2D Neptune AMI Information Sheet](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE  
TOWN OF NORMAL FOR THE INSTALLATION OF AUTOMATIC METER READ  
INFRASTRUCTURE (AMI) EQUIPMENT ON THE TOWN'S WATER TOWER AT FORT  
JESSE ROAD**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement (Exhibit A) between the Town of Normal and the City of Bloomington for the installation of Automatic Meter Read Infrastructure (AMI) equipment on the Town's water tower; and

**WHEREAS**, PROJECT consists of building out the AMI which will improve efficacies in identifying water usage among City residents; and

**WHEREAS**, the Town of Normal's water tower along Fort Jesse Rd. is a desirable location for the installation of the AMI System; and

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

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Intergovernmental Agreement, and any other necessary documents.

**PASSED** this 25th day of November 2024.

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

## EXHIBIT A

### INTERGOVERNMENTAL AGREEMENT

This agreement is entered into as of this 17<sup>th</sup> day of November 2024, by and between the City of Bloomington (hereinafter referred to as the "City") and the Town of Normal (hereinafter referred to as the "Town").

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the City is actively working towards building out its Automatic Meter Read Infrastructure ("AMI"), and

WHEREAS, the City has identified key locations for installation of antennas and supporting equipment for coverage of its service area, and

WHEREAS, the Town's watertower ("Facility") at Fort Jesse Road has been identified as one of those locations, and

WHEREAS, the Town currently has similar AMI equipment installed at the Facility which can work alongside the City's AMI equipment, and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties hereto agree as follows:

1. Grant of license.

- a. The Town hereby grants to the City a non-exclusive license to construct, install, operate, maintain, repair, and replace the AMI equipment at the Facility.
- b. The City agrees that it will not occupy the Facility or operate the AMI equipment in a manner that interferes with the use of the Facility by the Town or any other licensee of the Facility.
- c. The City is responsible for and must reimburse the Town for any damages, maintenance, repairs, or replacement of the Facility or any part thereof, other than normal wear and tear, resulting from or made necessary as a result of the occupancy of the AMI equipment by the City, its contractors,

representatives, guests, agents, or invitees. The City shall immediately advise the Town of any damage to the Facility.

- d. The Town will strive to avoid disturbing the City's AMI equipment. Nonetheless, the Town is not liable for AMI equipment service interruptions. The Town will notify the City of any Facility improvements, repairs, maintenance, or the like that is expected to adversely affect or disturb the AMI equipment.
2. Access. The Town will allow reasonable access to the Facility for the City to install, periodically maintain and upgrade the AMI equipment. The City will schedule such work in advance with the Town and shall occur during normal working hours.
  3. Installation. The City shall be responsible for all costs associated with the installation of the AMI equipment. The Town, in its sole discretion, shall designate an area where the AMI equipment can be installed and reside throughout the agreement.
  4. Maintenance and Removal. The City shall maintain the AMI equipment in a commercially reasonable condition and repair, normal wear and tear excepted, and until such time as the technology might become obsolete. The City shall remove at such time the AMI equipment becomes obsolete and an in-kind replacement is not feasible.
  5. Insurance. Each of the parties of this Agreement shall insure themselves or obtain insurance for their own property in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Facility and the AMI.
  6. Indemnification and Liability.
    - a. The City agrees to indemnify, defend, and hold harmless the Town and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, claims, demands, damages or expenses (including reasonable attorneys' fees), except to the extent of any claim arising out of the Town's negligence or willful misconduct, due to or arising out of (a) the City's use and occupancy of the Facility, and (b) any claim arising directly from the City's material breach of this agreement.
    - b. The Town agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, claims, demands, damages or expenses (including reasonable attorneys' fees), except to the extent of any claim arising out of

the City's negligence or willful misconduct, to the AMI equipment, due to or arising out of (a) the Town's maintenance of the Facility, and (b) any claim arising directly from the Town's material breach of this agreement.

- c. The Town and City's respective obligations under this §6 will survive the expiration or termination of this agreement.
- d. Nothing in the Agreement is intended to modify the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

## 7. Term and Termination.

- a. This Agreement shall remain in full force and effect until either Party has provided at least thirty (30) days' notice of said Party's desire to terminate, in writing.
- b. This agreement is immediately terminable by the Town upon the occurrence of:
  - i. The City's discontinuance of its use of the AMI equipment or the Facility; or
  - ii. The City's failure to maintain the AMI equipment in accordance with §4.
- c. Within 30 days following termination, the City will remove the AMI equipment and restore the Facility to substantially its prior existing condition. If the City fails to promptly remove the AMI equipment, the Town may remove and restore the same and the City shall be liable for all expenses of such work.

- 8. Waiver. Nothing herein shall be construed to represent a waiver of any privilege or immunity granted by statute or at common law to the Parties as units of local government. Any failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power, or privilege will not be presumed to preclude any subsequent or further exercise of that or any other right, power, or privilege.
- 9. Amendment. This Agreement may be amended from time to time as deemed appropriate by the Parties to the Agreement. All amendments must be in writing.

10. Severability. In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the Parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.
11. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the Execution Date.
12. Notice. All notices, demands, or other writings this Agreement requires be given by either party shall be deemed to have been fully given when made in writing via certified, postage pre-paid, mailing to:

BLOOMINGTON:

Legal Department  
115 E. Washington Street  
Bloomington, IL 61701

NORMAL:

Town of Normal  
11 Uptown Circle  
Normal, IL 61761

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this Agreement as of the Effective Date.

CITY OF BLOOMINGTON

By: \_\_\_\_\_

TOWN OF NORMAL

By: Pamela Reece

# Expand the Possibilities of AMI and Win Your Day with Network-as-a-Service (NaaS)

A Product of Neptune Technology Group



# Empower your utility to do more with an outsourced, open-standard Network-as-a-Service (NaaS) solution from Neptune®.

**Get back to the business of water with a NaaS solution from Neptune where AMI infrastructure is actively managed and monitored over the life of the project.**

Today's advanced metering systems require complex network design, ongoing support, inherent security, and increased head-end server computing and storage. Not every utility has the financial, technical, or human resources to implement such complex network and software systems.

Save time, labor, and money by outsourcing through Neptune. Your utility won't have to worry about design, installation, and ongoing operations and maintenance (O&M) for the life of the AMI project with Neptune's NaaS managed service:

- Reduce time and effort to deploy
- Optimize AMI network performance
- Improve infrastructure reliability and security
- Future proof deployment with Neptune's R900® technology
- Support AMI functionality with back-up mobile AMR meter reading



# The Neptune NaaS Solution

With Neptune's managed network service, you and your utility can focus on the business of water. Neptune's NaaS solution includes:



## HARDWARE

- Neptune AMI network infrastructure and R900 end-point hardware
- No additional costs for network expansion due to utility growth
- Centralized device management and reporting



## FIELD OPS

- Execution of site leasing agreements and carrier contracts
- Installation of collectors and AMI infrastructure
- Freedom from ongoing fees associated with site leases, backhaul, AC power, and maintenance
- All break-fix repair costs of data collectors and AMI network



## NETWORK OPS

- 24x7 Network Operations Center (NOC) monitoring
- Proactive monitoring of alarms, and trouble ticket triage
- End-to-end AMI network operations, security, and monitoring



## TECHNICAL SUPPORT

- Ongoing maintenance and infrastructure updates for the life of the project
- Network design to ensure coverage, redundancy, and performance
- Cloud-based resources to ensure high availability, scalability, and performance

## Leverage the Power of NaaS

The connected and purposeful utility of tomorrow will build on today's Smart Water Networks and managed network service. Prepare to meet your future needs today with a fully managed and monitored open-standard NaaS solution from Neptune.



# Benefits of Network-as-a-Service



## Smart Water Deployment

With NaaS from Neptune, the design and installation of the AMI network infrastructure allows for rapid deployment. The network provides comprehensive coverage, redundancy, and performance to assure reliable meter reading across your installed meter base.



## Optimized Network Performance

Neptune's cloud-based NaaS service ensures high availability and scalability for the most demanding of AMI applications. Managed AMI network operations include hardware and software upgrades for the life of the project. Mitigate concerns for AMI network obsolescence in the future.



## Network Security and Resiliency

Leverage a standards-based infrastructure with the first LoRa Alliance™ certified solution for water AMI networks. Achieve improved infrastructure reliability and security through the LoRaWAN™ protocol and NaaS service. The network ensures secure and redundant connectivity end-to-end.



## Be Future-Proof with the R900

Future compatibility of multiple reading systems is assured with Neptune R900 technology. Build on your existing system and move seamlessly from mobile AMR to AMI data collection without stranding assets or the pressure of deploying a comprehensive reading solution all at once. Smart end-points do not require re-programming. Deploy with confidence.



## Moving Beyond AMI

Leverage the broad eco-system of developers from the LoRa Alliance. The open standard-based network supports additional water and wastewater automation initiatives.

**Leave AMI Network maintenance behind with a custom NaaS solution from Neptune. Advanced functionality becomes simple to use now and in the future.**



neptunetg.com  
#winyourday

Neptune Technology Group  
1600 Alabama Highway 229  
Tallahassee, AL 36078  
800-633-8754 f 334-283-7293



## CONSENT AGENDA ITEM NO. 8.J.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment at 2015 W. Oakland Avenue and 1 Tiehack Circle, in the Amount Not to Exceed \$120 Annually, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The Water Department is recommending the approval of an Intergovernmental Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the installation of Automatic Meter Reading (AMI) equipment at two locations, 2015 W. Oakland Ave. and 1 Tiehack Cir.

AMI is an integrated, fixed-network system that enables communication between the City's water meters and customers. The system collects, stores, analyzes, and presents usage data, providing the City with the ability to monitor water usage in real-time. The City will be responsible for all operational costs associated with their AMI equipment, including reimbursement of electrical use associated with the AMI equipment to BNWRD. The City shall reimburse BNWRD a flat rate of \$10 per month to help offset the electrical use of the AMI equipment.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Bloomington Normal Water Reclamation District (BNWRD)

**FINANCIAL IMPACT:** If approved, the City shall be responsible for all operational costs associated with their AMI equipment, including reimbursement of electrical use associated with the AMI equipment to BNWRD. The City shall reimburse BNWRD a flat rate of \$10 per month for both locations to help offset the electrical use of the AMI equipment. Funds will be paid from the Water Meter Service Other Purchased Services account (50100150-70690). Stakeholders can locate this account in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 140.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

**ATTACHMENTS:**

[WTR 1B Resolution](#)

[WTR 1C Resolution Exhibit A](#)

[WTR 1D Neptune AMI Information Sheet](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT (BNWRD) FOR  
THE INSTALLATION OF AUTOMATIC METER READ INFRASTRUCTURE (AMI)  
EQUIPMENT AT 2015 W. OAKLAND AVENUE AND 1 TIEHACK CIRCLE, IN THE  
AMOUNT NOT TO EXCEED \$120 ANNUALLY**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement (Exhibit A) between the Bloomington Normal Water Reclamation District (BNWRD) and the City of Bloomington for the installation of Automatic Meter Read Infrastructure (AMI) equipment; and

**WHEREAS**, PROJECT consists of building out the AMI which will improve efficacies in identifying water usage among City residents; and

**WHEREAS**, BNWRD's Communication Tower at 25015 W. Oakland Ave and BNWRD's GE Valley Pump Station at 1 Tiehack Circle have been identified as two desirable locations for the installation of the AMI System; and

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

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents.

**PASSED** this 25th day of November 2024.

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BLOOMINGTON NORMAL  
WATER RECLAMATION DISTRICT AND THE CITY OF BLOOMINGTON FOR SITING  
AND MAINTAINING CERTAIN AUTOMATIC METER READ INFRASTRUCTURE**

THIS INTERGOVERNMENTAL AGREEMENT FOR SITING AND MAINTAINING CERTAIN AUTOMATIC METER READ INFRASTRUCTURE ("Agreement") is entered into by and between the City of Bloomington (hereinafter referred to as the "City") and the Bloomington Normal Water Reclamation District (hereinafter referred to as the "BNWRD").

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to enter into intergovernmental agreements to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Bloomington Normal Water Reclamation District is a special district formed under the Illinois Sanitary District Act of 1917 (70 ILCS 2405) (hereinafter, "BNWRD"), and the City of Bloomington is a Municipal Corporation (hereinafter, "City"); and

WHEREAS, under a separate Intergovernmental Agreement, between the City and BNWRD, effective January 1, 1996, water usage is the basis for calculating sanitary sewer charges within the City's corporate limits; and,

WHEREAS, the City is actively working towards building out its antennas and supporting equipment ("Automatic Meter Read Infrastructure" or "AMI"), which will improve efficiencies in identifying water usage among City residents; and

WHEREAS, the City has identified key locations for installation of AMI for coverage of its service area, and

WHEREAS, BNWRD's Communication Tower at 2015 W. Oakland, and the BNWRD's GE Valley Pump Station at 1 Tiehack Circle (each a "Facility" and, collectively, the "Facilities") have been identified as two desirable locations for installation of AMI; and

WHEREAS, the BNWRD is willing to grant authorization to site AMI at its Facilities subject to and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** That the recitals set forth above are true and correct and are incorporated herein by reference as if fully set forth herein.

2. **Access.** BNWRD will allow City, and its employees, contractors and subcontractors, reasonable access to each Facility to install, inspect, periodically maintain, replace, and upgrade the AMI equipment, in a location mutually acceptable to the City and BNWRD; provided, the BNWRD reserves the right to require all City AMI to be removed or relocated in the event the location is no longer convenient to the BNWRD, based upon operational and infrastructure needs. In that event, City and BNWRD shall try to select an alternative location, reasonably acceptable to the City, for relocation of the AMI, if reasonably possible.

The City shall give the BNWRD seven (7) days advanced written notice of its need for access to the Facilities, which notice shall identify the purpose, anticipated date and time, and duration of access. The BNWRD reserves the right to require modification of the time and duration of access based upon BNWRD's operational needs at those Facilities. City's access to the Facilities shall not unreasonably interfere with the normal operation of the Facilities and, to the extent practicable, shall occur during normal working hours. In the event the BNWRD cannot facilitate access to the Facilities during normal working hours, the City shall coordinate alternative times for completion of work, which shall not occur without the advanced consent of the BNWRD.

3. **Installation.** The City shall be solely responsible for all costs and expenses associated with the installation, inspection, maintenance, repair, replacement and upgrade, of the AMI equipment.

4. **Safety.** The City shall be solely responsible for the safety of its employees and agents and shall insure that proper work-place safety practices are being implemented at all times, when at the Facilities. City shall also ensure that any contractor or subcontractor on site at the Facilities, on behalf of the City, has in place and utilizes proper safety procedures, related to access to the Facilities, and installation, inspection, maintenance, repair, replacement, or upgrade of the AMI. If the BNWRD has established safety requirements associated with the location, or access to the location, at which the AMI is sited, City shall require that said safety requirements be followed. No such safety requirements shall be deemed exhaustive nor replacing the obligation of City, its employees, agents, contractors, and subcontractors, to identify and implement its own safety standards while at BNWRD Facilities.

5. **Maintenance and Removal.** The City shall be solely responsible for maintaining, inspecting, repairing, replacing, and/or upgrading the AMI equipment at all times while AMI equipment is installed at the Facilities. In the event of the termination of this Agreement or upon the AMI becoming obsolete, the City shall promptly remove from the AMI from the Facilities and shall return the location to the same condition as existed prior to installation.

6. **Assumption of Risk.** The City hereby assumes any and all risk associated with siting the AMI at the Facilities and shall indemnify and hold the BNWRD harmless from any risk, liability, damage, expense, cost, or claim, whether to person or property, associated with the installation, inspection, maintenance, repair, replacement, or upgrading to the AMI equipment.

7. **Insurance.** The City shall provide BNWRD with evidence that it, and each of its agents, contractors and subcontractors, have in place the following types of insurance, with at least the following minimum limits:

- (a) Comprehensive General Liability Bodily Injury/Property Damage, with a minimum combined single limit of \$1,000,000;
- (b) Automobile Liability Bodily Injury/ Property Damage, with a minimum combined single limit of \$1,000,000;
- (c) Workers' Compensation, with statutory limits.

Insurance shall cover any work or inspections being performed at the Facilities, with respect to the AMI equipment, and City shall provide BNWRD with a certificate of insurance, naming the BNWRD, its trustees, officers, employees, agents, and volunteers, as additional insureds. In the event a third-party is on-site, on behalf of the City, the City shall insure that sufficient coverage is in place, naming the BNWRD, its trustees, officers, employees, agents, and volunteers, as additional insureds. No coverage shall be terminated or lowered below the minimum levels without providing BNWRD with at least thirty (30) days advanced notice.

The insurance limits provided for herein shall not be deemed a limit on available damages in the event of a loss resulting from negligence or willful misconduct of the City, its employees, agents, contractors, subcontractors, or anyone acting on its behalf.

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

8. **Indemnification.** City shall indemnify and hold the BNWRD, its officers, trustees agents, volunteers, and employees harmless from any liability, loss, damage, claim, cost or expenses, whether for bodily injury or property damage, resulting from or related to the negligence, willful misconduct, or violation of the law resulting from or related to the City's access to the Facilities, and rights associated with the siting, installation, inspection, maintenance, repair, replacement, removal, or relocation of the AMI equipment.

9. **Operational Costs.** The City shall be responsible for all operational costs associated with their AMI equipment, including reimbursement of electrical use associated with the AMI equipment to BNWRD. The City shall reimburse BNWRD a flat rate of \$5 per month per location to help offset the electrical use of the AMI equipment; provided, in the event it is determined that the AMI equipment is responsible for a greater amount of electrical usage, the City shall be responsible for that additional amount associated with the AMI equipment.

10. **Term and Termination.** This Agreement shall remain in full force and effect until the first to occur of the following, (a) termination for cause, upon seven days' advanced notice, resulting from either party's express failure to comply with the terms of this Agreement, or (b) without cause, when either Party has provided at least thirty (30) days' notice of said Party's desire to terminate, in writing.

11. **Waiver.** Nothing herein shall be construed to represent a waiver of any privilege or immunity granted by statute or at common law to the Parties as units of local government. Any failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power, or privilege will not be presumed to preclude any subsequent or further exercise of that or any other right, power, or privilege.

12. **Section Headings.** The Section Headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

13. **Construction.** The parties acknowledge and agree that (i) each party and its counsel have reviewed the terms and provisions of this Agreement and have contributed to its revision, (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement, and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

14. **Miscellaneous.** This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Illinois. Any and all amendments, elections, waivers, consents, and other agreements with respect to this Agreement shall be made by an instrument or instruments in writing signed by and on

behalf of BNWRD and the City. This Agreement constitutes the entire agreement between the parties hereto, supplanting any prior written or verbal agreement with respect to the subject of this Agreement.

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

16. **Notice.** Any notice given pursuant hereto shall be in writing and shall either be personally delivered, sent by recognized overnight courier, or by verified facsimile transmission, and shall be given at the following addresses:

City:

BNWRD:

Legal Department  
115 E. Washington Street  
Bloomington, IL 61701

Bloomington-Normal Water Reclamation District  
2015 W. Oakland Ave.  
Bloomington IL 61701

Any notice (i) personally delivered shall be deemed to have been given upon such delivery or refusal of delivery, (ii) sent by overnight courier shall be deemed given on the next business day after depositing with the said courier, or (iii) given by verified facsimile shall be deemed given upon the date of verification of said transmittal.

17. **Effective Date.** This Agreement shall be effective when executed by the BNWRD and the City.

**IN WITNESS WHEREOF**, the Bloomington and Normal Water Reclamation District has caused this instrument to be executed in its corporate name by its President, under the attestation of its Clerk, and its corporate seal to be affixed, and the City has caused this instrument to be executed in its Mayor under the attestation of its City Clerk, and its corporate seal to be affixed, all in duplicate originals.

CITY OF BLOOMINGTON

Bloomington-Normal Water Reclamation District

By: \_\_\_\_\_

By: Mant BQ  
President Pro-tem

# Expand the Possibilities of AMI and Win Your Day with Network-as-a-Service (NaaS)

A Product of Neptune Technology Group



# Empower your utility to do more with an outsourced, open-standard Network-as-a-Service (NaaS) solution from Neptune®.

**Get back to the business of water with a NaaS solution from Neptune where AMI infrastructure is actively managed and monitored over the life of the project.**

Today's advanced metering systems require complex network design, ongoing support, inherent security, and increased head-end server computing and storage. Not every utility has the financial, technical, or human resources to implement such complex network and software systems.

Save time, labor, and money by outsourcing through Neptune. Your utility won't have to worry about design, installation, and ongoing operations and maintenance (O&M) for the life of the AMI project with Neptune's NaaS managed service:

- Reduce time and effort to deploy
- Optimize AMI network performance
- Improve infrastructure reliability and security
- Future proof deployment with Neptune's R900® technology
- Support AMI functionality with back-up mobile AMR meter reading



# The Neptune NaaS Solution

With Neptune's managed network service, you and your utility can focus on the business of water. Neptune's NaaS solution includes:



## HARDWARE

- Neptune AMI network infrastructure and R900 end-point hardware
- No additional costs for network expansion due to utility growth
- Centralized device management and reporting



## FIELD OPS

- Execution of site leasing agreements and carrier contracts
- Installation of collectors and AMI infrastructure
- Freedom from ongoing fees associated with site leases, backhaul, AC power, and maintenance
- All break-fix repair costs of data collectors and AMI network



## NETWORK OPS

- 24x7 Network Operations Center (NOC) monitoring
- Proactive monitoring of alarms, and trouble ticket triage
- End-to-end AMI network operations, security, and monitoring



## TECHNICAL SUPPORT

- Ongoing maintenance and infrastructure updates for the life of the project
- Network design to ensure coverage, redundancy, and performance
- Cloud-based resources to ensure high availability, scalability, and performance

## Leverage the Power of NaaS

The connected and purposeful utility of tomorrow will build on today's Smart Water Networks and managed network service. Prepare to meet your future needs today with a fully managed and monitored open-standard NaaS solution from Neptune.



# Benefits of Network-as-a-Service



## Smart Water Deployment

With NaaS from Neptune, the design and installation of the AMI network infrastructure allows for rapid deployment. The network provides comprehensive coverage, redundancy, and performance to assure reliable meter reading across your installed meter base.



## Optimized Network Performance

Neptune's cloud-based NaaS service ensures high availability and scalability for the most demanding of AMI applications. Managed AMI network operations include hardware and software upgrades for the life of the project. Mitigate concerns for AMI network obsolescence in the future.



## Network Security and Resiliency

Leverage a standards-based infrastructure with the first LoRa Alliance™ certified solution for water AMI networks. Achieve improved infrastructure reliability and security through the LoRaWAN™ protocol and NaaS service. The network ensures secure and redundant connectivity end-to-end.



## Be Future-Proof with the R900

Future compatibility of multiple reading systems is assured with Neptune R900 technology. Build on your existing system and move seamlessly from mobile AMR to AMI data collection without stranding assets or the pressure of deploying a comprehensive reading solution all at once. Smart end-points do not require re-programming. Deploy with confidence.



## Moving Beyond AMI

Leverage the broad eco-system of developers from the LoRa Alliance. The open standard-based network supports additional water and wastewater automation initiatives.

**Leave AMI Network maintenance behind with a custom NaaS solution from Neptune. Advanced functionality becomes simple to use now and in the future.**



neptunetg.com  
#winyourday

Neptune Technology Group  
1600 Alabama Highway 229  
Tallahassee, AL 36078  
800-633-8754 f 334-283-7293



## CONSENT AGENDA ITEM NO. 8.K.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** Ward 6

**SUBJECT:** Consideration and Action on a Resolution Approving the Closure of State Highway Business 51 for the Jaycees Holiday Parade Event on December 7, 2024, to be Held from 10:00 A.M. to 11:30 A.M., as requested by the Department of Community Impact & Enhancement.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 6. Prosperous Downtown Bloomington

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 6c. Downtown becoming a community and regional destination

**BACKGROUND:** The Bloomington-Normal Jaycees will be hosting their annual Holiday Parade on December 7, 2024 at 10 A.M. The Jaycees have been hosting this event in Downtown Bloomington for several years. This event has become a local favorite that starts in Normal and finishes in the heart of Downtown Bloomington.

Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation ("IDOT") to issue permits to local authorities to temporarily close portions of State Highways for such public purposes. The attached resolution outlines the approval of such closer along with additional obligations for the execution of said closure.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Taylor Kern, Downtown Development Specialist

**ATTACHMENTS:**

[CI&E 1B Resolution](#)

[CI&E 1C Resolution Exhibit A](#)

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION APPROVING THE CLOSURE OF A PORTION OF STATE HIGHWAY BUSINESS 51 FOR THE JAYCEES HOLIDAY PARADE EVENT ON DECEMBER 7, 2024, TO BE HELD FROM 10:00 A.M. TO 11:30 A.M.**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending that a portion of the State Highway Business 51 be closed for the Jaycees Holiday Parade Event ("PARADE"); and

**WHEREAS**, the Bloomington-Normal Jaycees are sponsoring a Holiday Parade in the City of Bloomington, which constitutes a public purpose; and

**WHEREAS**, the PARADE will be held on December 7, 2024, from 10:00 A.M. to 11:30 A.M.; and

**WHEREAS**, this PARADE will require the temporary closure of Business 51 southbound (Center Street), a State Highway in the City of Bloomington, from Division Street to Locust Street; and

**WHEREAS**, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation ("IDOT") to issue permits to local authorities to temporarily close portions of State Highways for such public purposes; and

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

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The City Council gives permission to close Business 51 Southbound from Division Street to Locust Street as above designated, be requested of the Illinois Department of Transportation.

**SECTION 3.** This closure shall occur during the approximate time period between 10:00 A.M. and 11:30 A.M. on Saturday, December 7, 2024. The rain/weather date will be December 14, 2024, during the approximate time period between 10:00 a.m. and 11:30 a.m.

**SECTION 4.** The traffic from that closed portion of the highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of IDOT and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows: south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., and south on Center St.

**SECTION 5.** The City assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

**SECTION 6.** Police officers or authorized flaggers shall, at the expense of the City, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

**SECTION 7.** Police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

**SECTION 8.** All debris shall be removed by the City prior to reopening the State Highway Business 51.

**SECTION 9.** All signs, flags, barricades, etc., shall be provided by and used by the City as may be approved by IDOT.

**SECTION 10.** The closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

**SECTION 11.** An occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to the conditions noted above.

**SECTION 12.** To the fullest extent permitted by law, the City shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless IDOT, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by IDOT which is the subject of this Resolution. The obligation is binding upon the City regardless of whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of IDOT or its officers, employees, or agents.

**SECTION 13.** The Bloomington-Normal Jaycees shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has IDOT, its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to IDOT before the road is closed.

**SECTION 14.** A copy of this Resolution will be forwarded to IDOT to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

**SECTION 15.** The City Manager, or designated representatives, are authorized to execute the Resolution, and any other necessary documents.

**PASSED** this 25th day of November 2024.

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

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Mboka Mwilambwe, Mayor

**ATTEST**

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Amanda Stutsman, Deputy City Clerk

# Xmas Parade P1

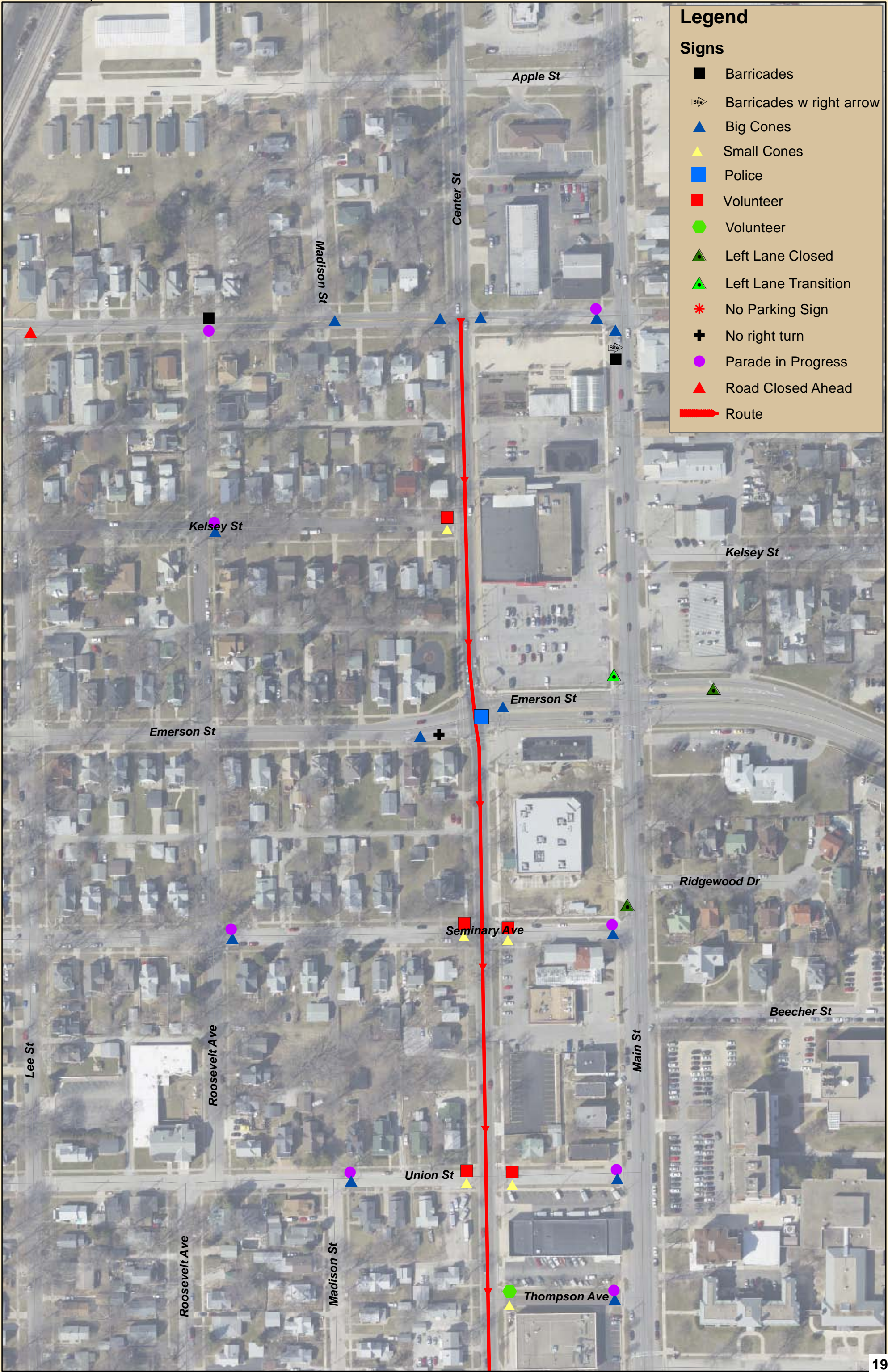


0 75 150 300 Feet

## Legend

### Signs

- Barricades
- Barricades w right arrow
- Big Cones
- Small Cones
- Police
- Volunteer
- Volunteer
- Left Lane Closed
- Left Lane Transition
- No Parking Sign
- No right turn
- Parade in Progress
- Road Closed Ahead
- Route



# Xmas Parade P2

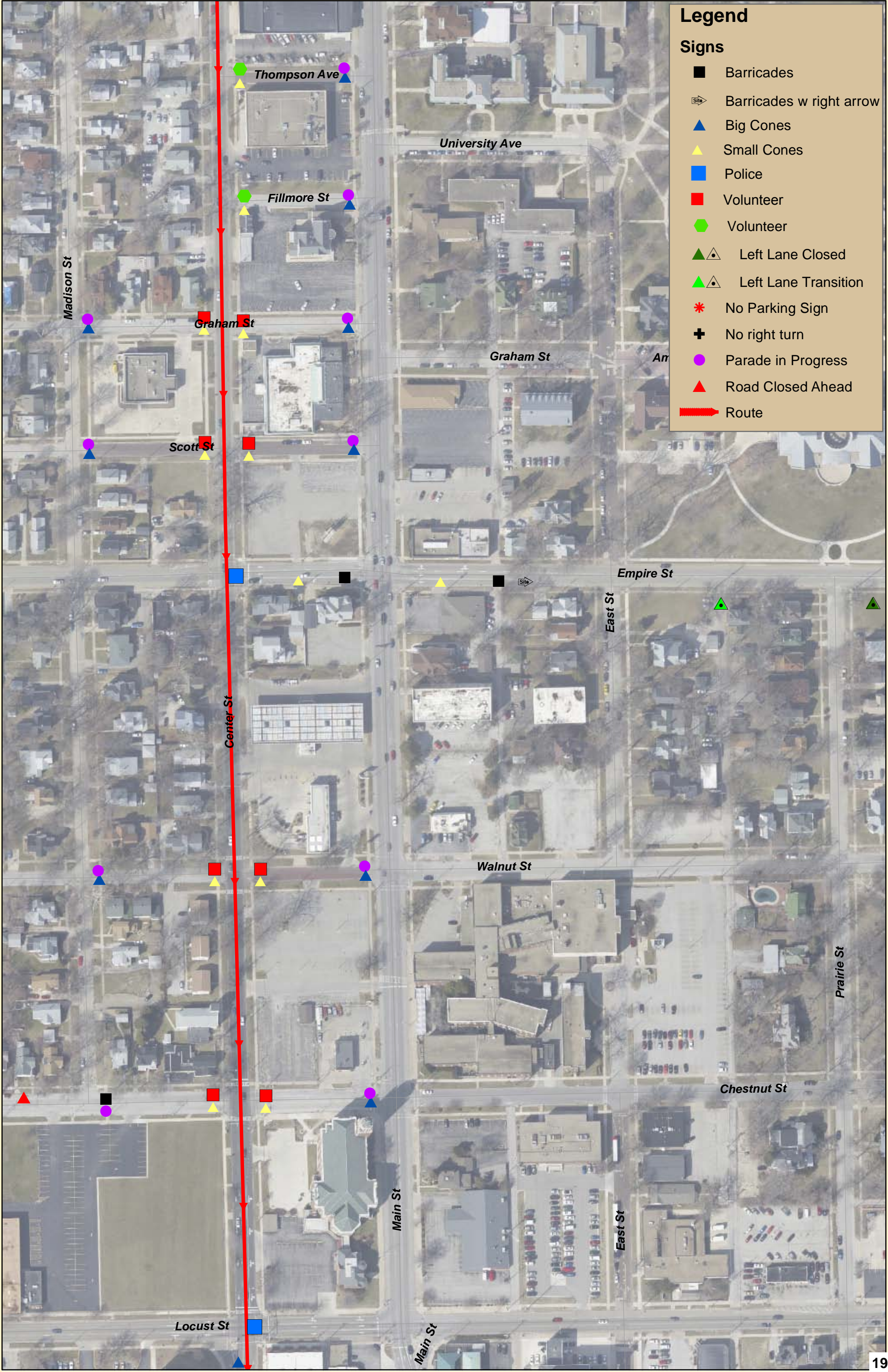


0 75 150 300 Feet

## Legend

### Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- ◆ Volunteer
- ▲▲ Left Lane Closed
- ▲▲ Left Lane Transition
- \* No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



# Xmas Parade P3



0 75 150 300 Feet

Legend

Signs

Barricades

Barricades w right arrow

Big Cones

Small Cones

Police

Volunteer

Volunteer

Left Lane Closed

Left Lane Transition

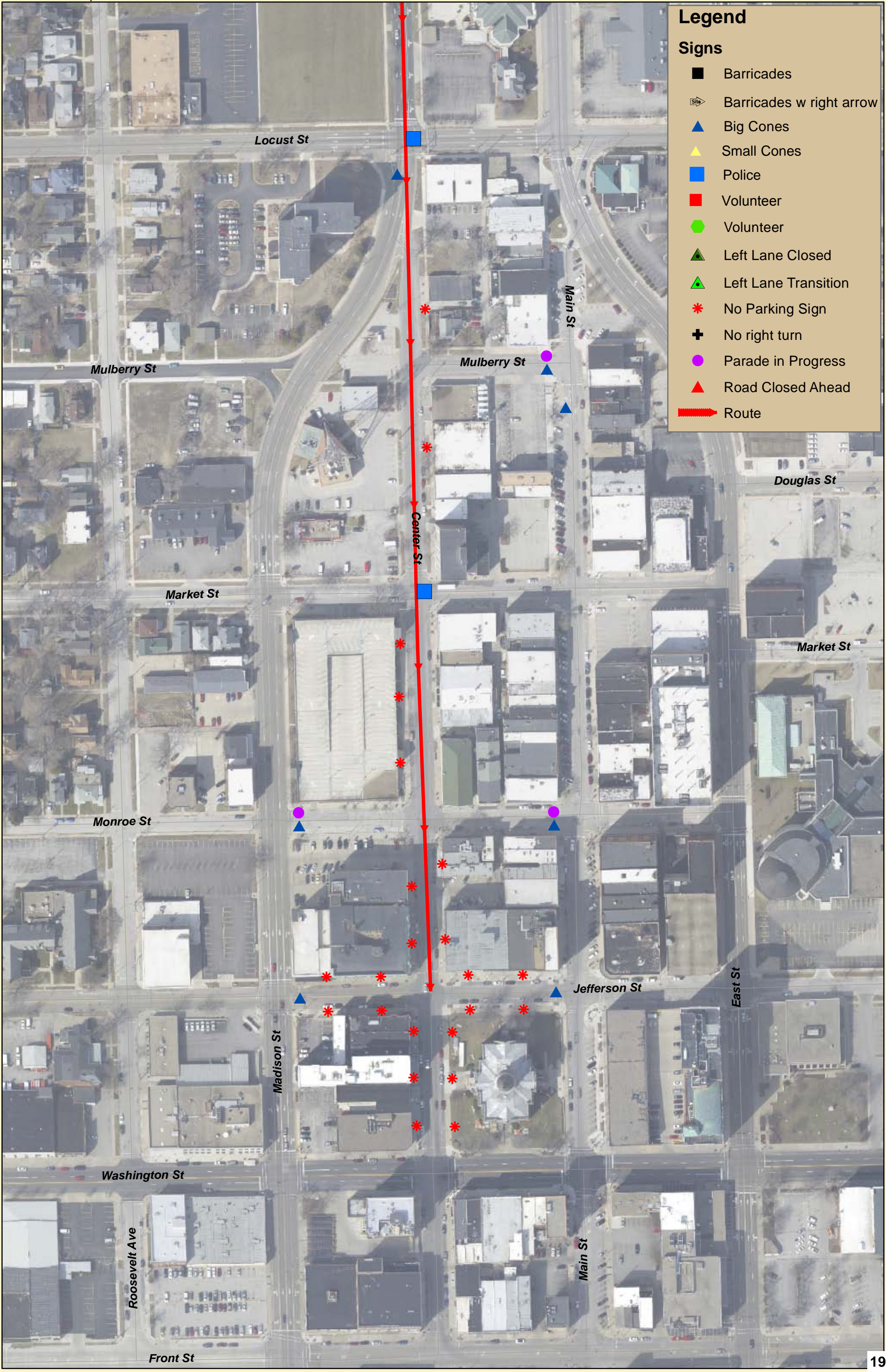
No Parking Sign

No right turn

Parade in Progress

Road Closed Ahead

Route



# Xmas Detour



0 75150 300 Feet

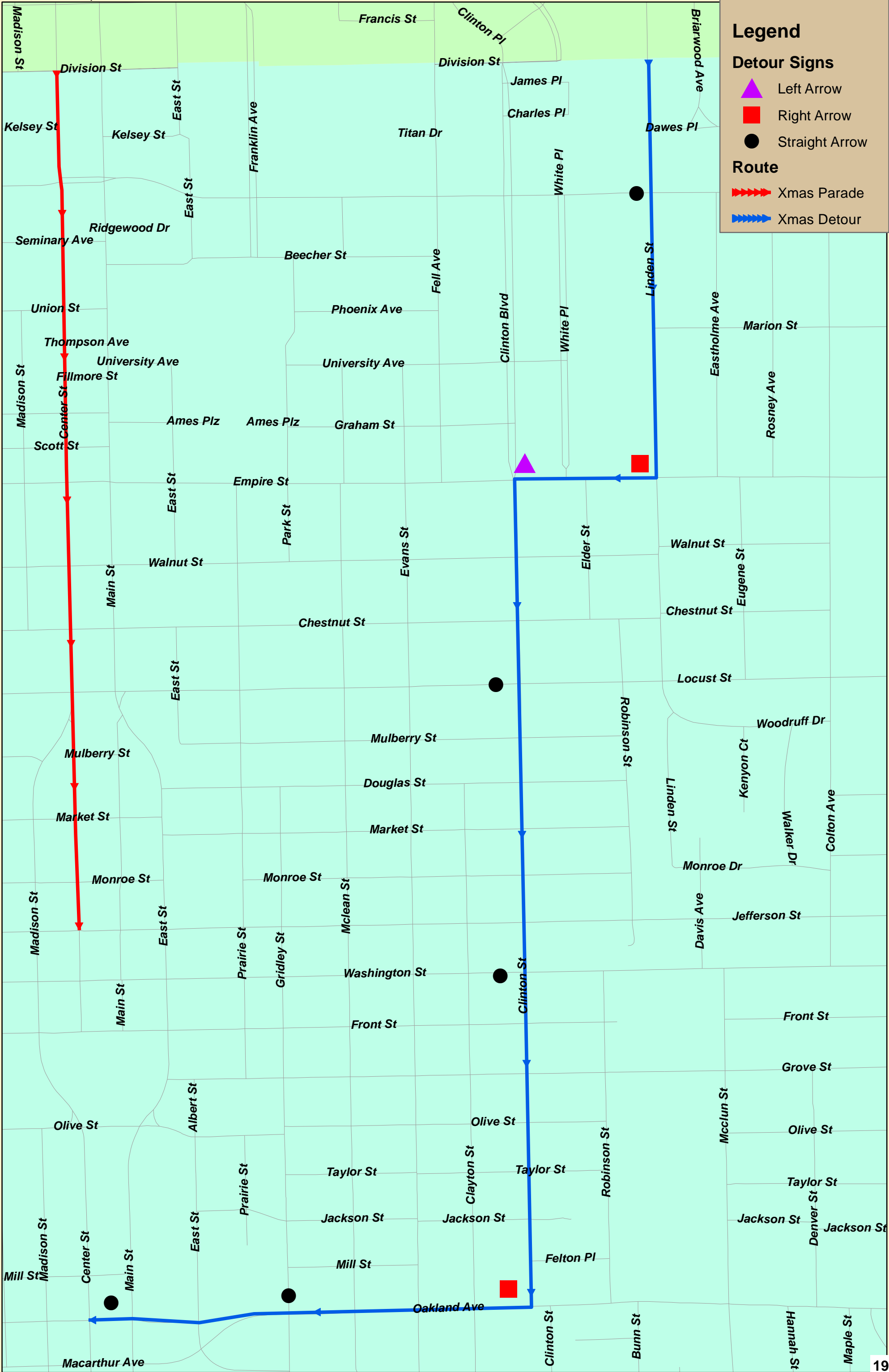
## Legend

### Detour Signs

- Left Arrow
- Right Arrow
- Straight Arrow

### Route

- Xmas Parade
- Xmas Detour





## CONSENT AGENDA ITEM NO. 8.L.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** Ward 1

**SUBJECT:** Consideration and Action on an Ordinance Denying the Application for a Special Use Permit for a Vehicle Sales & Service Use in the B-1 (General Commercial) District, for the Property Located at 1513 Morrissey Drive, as requested by the Development Services Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

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

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The Applicant, Mayer Zahn, with owner Ramesh Atluri, is requesting approval of a Special Use Permit to allow a Vehicle Sales & Service use on the property located at 1513 Morrissey Drive.

**Summary of Request:**

- The proposed Vehicle Sales & Service use would occupy a currently vacant building.
- A Special Use Permit is required for this use in the B-1 (General Commercial) District.
- The proposed facility would be primarily utilized for vehicle sales.
- No servicing of vehicles is expected.

This Item was continued from the July 17, 2024, and September 18, 2024, Zoning Board of Appeals meetings. Additional information, including an acceptable site plan and confirmation of ownership structure at the property, was requested but was not received. On Wednesday, October 16, 2024, the Zoning Board of Appeals held a public hearing, found the request did not meet all standards for approval, and voted 4-0-0 to recommend denial of the Special Use Permit to the Council, as submitted, with no conditions.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The City published notice of the hearing in *The Pantagraph* on Monday, July 1, 2024, and courtesy notices were mailed to 13 property owners within 500 feet of the subject property. The Applicant was informed of updated meeting dates and times throughout the process.

**FINANCIAL IMPACT:** Growth of local tax base.

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

**ATTACHMENTS:**

[DSD 1B Ordinance](#)

[DSD 1C Staff Report](#)

[DSD 1D Draft ZBA Minutes](#)

**ORDINANCE NO. 2024 - \_\_\_\_**

**AN ORDINANCE DENYING THE APPLICATION FOR A SPECIAL USE PERMIT FOR A VEHICLE SALES & SERVICE USE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1513 MORRISSEY DRIVE**

**WHEREAS**, an application was filed with the Economic & Community Development Department requesting a Special Use Permit for a Vehicle Sales & Service Use, for the property located at 1513 Morrissey Drive, legally described in Exhibit A (Property); and

**WHEREAS**, said application included a Site Plan, illustrated in Exhibit B (Plan); and

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

**WHEREAS**, the ZBA, following said public hearing, made findings of fact that such Special Use did not meet the standards for granting a Special Use set forth in City Code § 44-1707, specifically:

- (a) Adequate measures have not been taken to provide ingress and egress designed so as to minimize traffic congestion in the public streets, in that the Applicant has blocked vehicular access and circulation throughout the site of the subject property and has not identified the number and kind of parking spaces required by the code; and
- (b) The requested Special Use does not conform to the applicable regulations of the district in which it is located, in that the required number and kind of parking spaces have not been provided on the Applicant's site plan.

**WHEREAS**, the ZBA voted to recommend that the City Council approve this Ordinance, to deny the application for the special use permit; and

**WHEREAS**, the City Council has the power to adopt this Ordinance and deny the application for the Special Use.

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

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

**SECTION 2.** That the Council hereby adopts the Findings of the ZBA

**SECTION 3.** That the application for a Special Use Permit for a Vehicle Sales & Service Use for the property at 1513 Morrissey Drive, legally described in Exhibit A and illustrated in Exhibit B, is hereby denied.

**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 5.** The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

**SECTION 7.** This Ordinance shall be effective immediately after its approval and publication as required by law.

**PASSED** this 25th day of November 2024.

**APPROVED** this \_\_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

EXHIBIT A

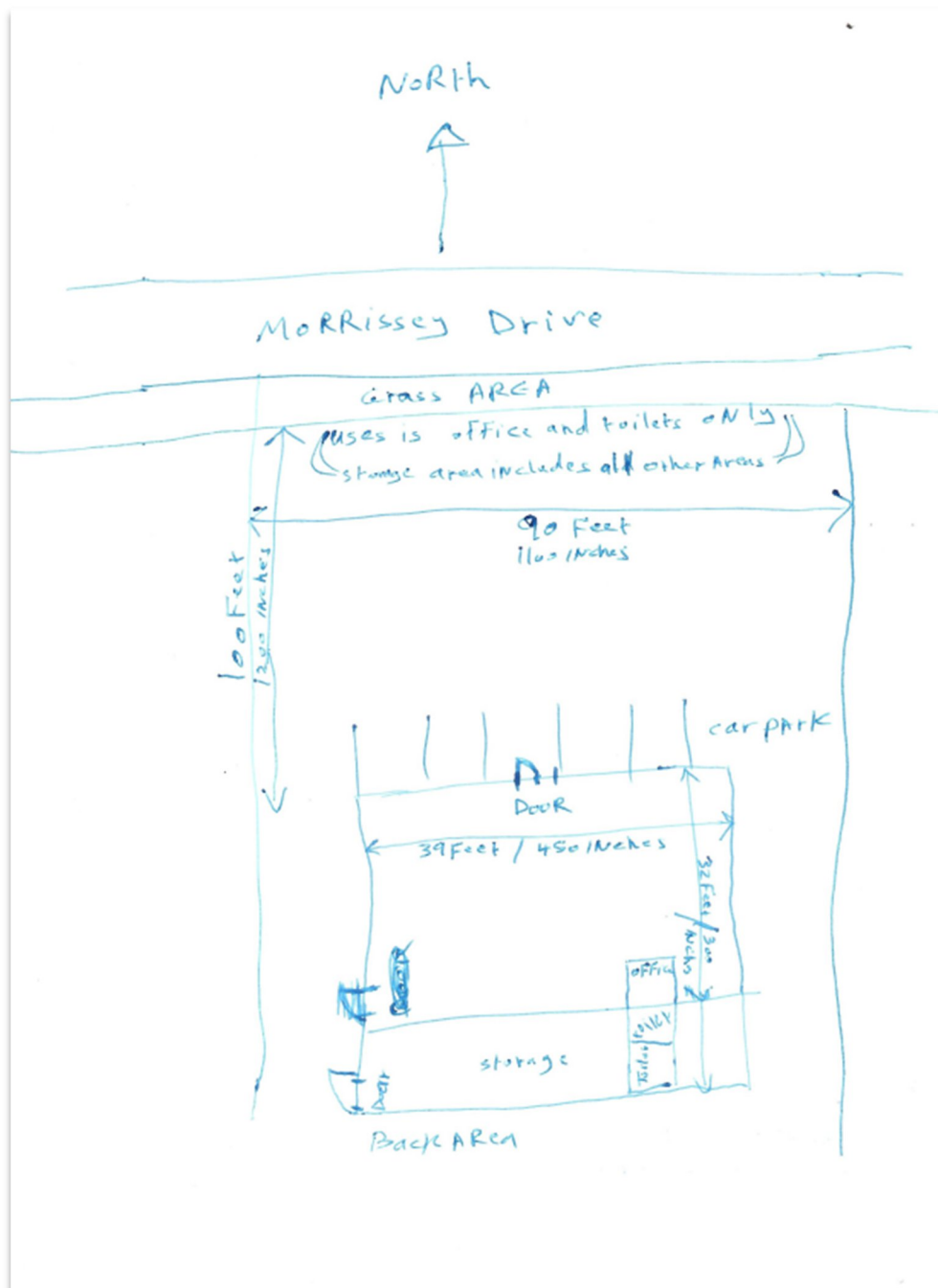
**Legal Description**

UNIT B IN AUTO CENTER CONDOMINIUM TO THE CITY OF BLOOMINGTON, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN TH OWNERSHIP OF THE COMMON ELEMENTS AS DELINIATED ON SURVEY OF A PART OF LOT 2 IN A.Y. MCDONALD SUBDIVISION, BLOOMINGTON, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1987 AS DOCUMENT NO. 87-1974. THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY JOHNSON-HUNDMAN CONSTRUCTION CO., INC., A CORPORATION RECORDED APRIL 25, 1989 AS DOCUMENT NO. 89-5759, EXCEPT THAT PART OF THE COMMON ELEMENTS CONVEYED TO THE CITY OF BLOOMINGTON BY DEED RECORDED AS DOCUMENT NO. 93-27515, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-10-453-002

## EXHIBIT B

### Site Plan



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**TO:** ZONING BOARD OF APPEALS

**FROM:** Economic & Community Development Department

**DATE:** October 16, 2024

**CASE NO:** SP-04-24, Special Use Permit for Vehicle Sales & Service

**REQUEST:** Public hearing, review, and action on a petition submitted by Mayer Zahn, with owner Ramesh Alturi, requesting approval of a Special Use Permit for a Vehicle Sales & Service Use in the B-1 (General Commercial) District, for the property located at 1513 Morrissey Drive. PIN: 21-10-453-002.

---

### BACKGROUND

*Request:*

The Applicant seeks a Special Use Permit to allow a Vehicle Sales & Service in the B-1 (General Commercial) District, per § 44-502B which indicates Vehicle Sales & Service may be permitted as Special Uses in the B-1 District. No waivers to Use Provisions are requested. The Applicant proposes to minimally modify the interior to accommodate the proposed use. There are no anticipated exterior modifications proposed for the existing building at this time. According to the Applicant, the property will be primarily utilized for vehicle sales (approximately 25-35 vehicles at any given time). No servicing of vehicles is expected at the property.

*Notice:*

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, July 1, 2024. Courtesy notices were mailed to 13 property owners within 500 feet of the subject property.

*Update:*

This item was continued from the July 17, 2024 and September 18, 2024 meetings. Additional information, including an updated site plan and confirmation of ownership structure at the property was requested, and has not been received. The owner of the building located directly to the north and also part of the overall property did provide an email stating they had reviewed the necessary covenants and restrictions with the Applicant.

### ANALYSIS

*Property Characteristics:*

The subject property consists of 0.56 acres of land located near the intersection of Gilmore Drive and Morrissey Drive. There are two separate buildings on the site under a unique ownership structure which includes a condominium agreement for the retail building located at 1511 Morrissey Drive. The subject site was formerly occupied as a Vehicle Fueling Station. Other neighboring properties contain a mix of commercial uses.

*Surrounding Zoning and Land Uses:*

<b>Zoning</b>		<b>Land Uses</b>
North	B-1 (General Commercial)	General Retail Sales
South	B-1 (General Commercial)	Restaurant
East	B-1 (General Commercial)	Vehicles Sales & Service
West	B-1 (General Commercial)	Office / Construction Services

*Description of Current Zoning District:*

The B-1 (General Commercial) District is intended to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. (§ 44-501A).

*Subject Code Requirements:*

§ 44-502B, "Allowed Uses Table" indicates Vehicle Repair & Service permitted as a Special Use in the B-1 District.

§ 44-1034, Vehicle Sales and Service Use Provisions.

**STANDARDS FOR REVIEW**

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

***Special Use Permit for Vehicle Sales & Service in the B-1 (General Commercial) District.***

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

The establishment, maintenance, and operation of a Vehicle Repair & Service Use would be appropriate for this location and should not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. ***Standard is met.***

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

The proposed Special Use would not have a negative impact on other uses appropriate for within that designation. The Special Use would contribute to Goal ED-4 (Enhance the image of Bloomington as a business-friendly City), and Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan. The proposed Special Use should not be

expected to diminish and impair property values within the neighborhood by ensuring active occupancy and maintenance of the property. **Standard is met.**

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

The proposed use is consistent with the character of other uses in the area. The uses adjacent to the site include a Vehicle Sales & Service Use across Morrissey Drive to the east and other compatible commercial uses are located nearby and within the corridor. **Standard is met.**

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

City water and sewer are already available to the property, roadway and sidewalk access is existing. **Standard is met.**

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

Ingress and egress are provided by existing curb cuts along Morrissey Drive, which serve both buildings on the site. However, the Applicant has blocked vehicular access from the northern curb cut to the southern curb cut, so circulation throughout the entire site is not possible. Vehicle access and circulation throughout the site should be allowed. Parking standards on the surface lot at the site should be further defined, including providing parking space dimensions for customers and vehicles for sale, to meet Code requirements. The Applicant should further identify three required parking spaces that meet the parking requirements for the Vehicle Sales & Service Use as well as 11 required spaces for the General Retail use at the north building on the site. **Standard is not met.**

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

The Use would be required to meet the standards for the District, including provisions for parking. **Standard is not met.**

## **STAFF RECOMMENDATION**

Staff finds that the application **does not meet** all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

Motion to establish findings of fact that all **standards for approval** of a Special Use Permit **are not met**, and to **recommend denial** of the request.

The Zoning Board of Appeals may seek additional information from the applicant and alternatively take the following action:

Motion to establish findings of fact that all **standards for approval** of a Special Use Permit **are met**, and to **recommend approval** of the request, subject to:

- Clarifying and confirming the ownership structure at the property and provide proof that all interested parties are acceptable to the Special Use Permit application;
- Providing an updated site plan to scale, indicating parking space and drive-aisle dimensions and remove barriers to allow complete vehicular circulation throughout the site and allow access via both curb cuts on Morrissey Drive. All parking spaces for customers at both 1511 and 1513 Morrissey Drive should be identified.

Respectfully submitted,  
Jon Branham  
City Planner

**Attachments:**

1. Zoning Map
2. Aerial Image
3. Site Photos
4. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image

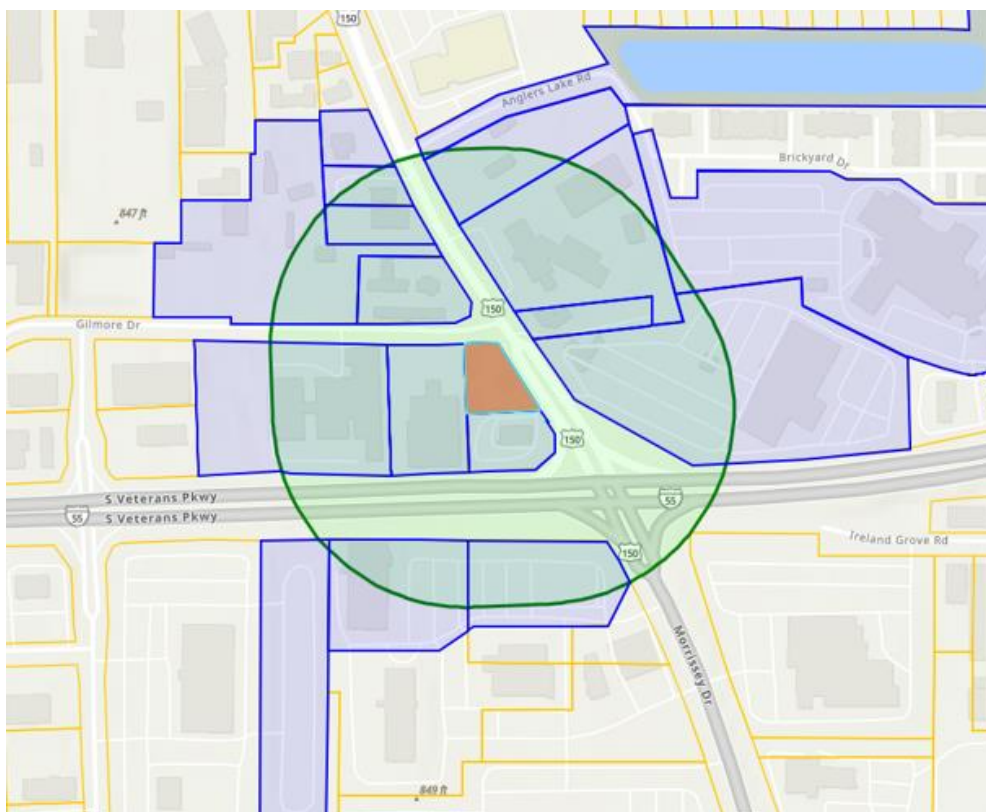


*Attachment 3 – Site Photos*





*Attachment 4 - Neighborhood notice map*



Mr. Branham presented the Staff Report with a recommendation for approval. He reviewed key site conditions and the fact that school uses are permitted as a Special Use Permit in the D-2 (Downtown Transitional) District. He stated the proposal was to renovate the existing building to include multiple community service agencies, including the school. He noted the school has been operating approximately a block to the southwest in another building for an extended time.

Chair Straza inquired whether the location of the school would impact any other businesses. Mr. Branham stated it should not.

Board Member Zwaga asked for clarification on the building being currently unoccupied. Mr. Branham confirmed the building was currently vacant.

Board Vice Chair Ballantini asked for clarification that the Special Use Permit was for the entire building. Mr. Branham stated it would be for a portion of the building of which the school would be occupying.

Chair Straza opened the public hearing.

**Ann Keiser (Lifelong Access, 2000 Jacobssen Drive, Normal, IL)**, Applicant, explained that they have an existing positive relationship with an academic institution in Normal, where they house the Bridge Academy, and look forward to a similar relationship in Bloomington.

Board Member Zwaga inquired when classes would begin in the new location. Ms. Keiser stated she would have to defer the question to the school representative.

No other testimony was presented.

Chair Straza closed the public hearing.

**Vice Board Chair Ballantini made a motion to establish findings of fact that the standards for approval of a Special Use Permit are met and to recommend approval of the request for a Special Use Permit for a School (Public) in the D-2 (Downtown Transitional) District, for the property located at 301 W. Washington Street, as submitted.**

**Roll call.**

**AYES:** Board Chair Straza; Vice Board Chair Ballantini; Board Member Williams; Board Member Zwaga

**Motion passed.**

***The following item was presented:***

**Item 5.C. SP-04-24 - Public hearing, review, and action on a request submitted by Mayer Zahn, with owner Ramesh Atluri, for approval of a Special Use Permit for a Vehicle Sales & Service Use, in the B-1 (General Commercial) District, for the property located at 1513 Morrissey Drive (PIN: 21-10-453-002).**

Mr. Branham presented the Staff Report with a recommendation for denial. He reviewed the background and timeline of the case. He noted that the case had already been continued several times and that information that had been requested from the Applicant has not been provided.

Chair Straza opened the public hearing.

**Mayer Zahn (101 S. Williamsburg Drive)**, Applicant, addressed the traffic circulation of the site. He explained that when he created appropriate circulation, the neighbor to the north, 1511 Morrissey Drive, parked vehicles in middle of the site to block access.

Board Member Ballantini inquired about the number of times that had occurred. Mr. Zahn responded once.

Board Member Ballantini explained that there needs to be a continual plan for ingress/egress that is agreed upon with all owners. Additionally, he noted that the City has requested information for multiple months without receiving it.

Mr. Zahn responded that he had done what the City had requested. Additionally, he stated that he was not notified about the hearing in September.

Board Member Ballantini asked Staff if they have been providing the Applicant with the information about the case and hearing schedule. Mr. Branham answered in the affirmative.

Mr. Zahn reiterated that he had completed what the City had requested of him.

Mr. Branham stated the ownership structure is the main issue and that a plan that both owners agree with is critical for the project to succeed.

Mr. Zahn added that he would agree to a plan to continue his operation. He noted that he will need to renew his license soon and needs to know if this site will be viable for the future.

**Ramesh Atluri (1513 Morrissey Drive)**, property owner, explained the two vehicle access points for the lots and the condominium ownership structure for the northern building. He noted the subject building has been vacant for five years and Starbucks customers have been using the lot as overflow vehicle parking, which has caused damage. He explained the recent dispute with the property to the north.

Board Member Ballantini asked for clarification on the ownership structure. Mr. Atluri responded he only rents to the tenant in 1513 Morrissey Drive.

Mr. Branham stated it is a condo ownership structure and the actual buildings are under different ownership.

Mr. Zahn, in addition to previous testimony, reiterated issues with code enforcement items between him and Starbucks.

Board Member Ballantini explained the scope of case they are reviewing today. He noted that many of the concerns are not within the purview of the Zoning Board of Appeals.

No other testimony was provided.

Chair Straza closed the public hearing.

Chair Straza stated the concern is with the property ownership and approval of the Special Use Permit will not resolve these ongoing issues. He inquired with corporate counsel on the appropriate way to proceed. Mr. Boyle responded the Board can vote either way.

Board Member Ballantini expressed his concern with the ownership issues. He stated without an agreement there will still be issues with blockage, site circulation, and anything else the City may need.

Board Member Zwaga stated that the existing property owner disagreement causes notable issues. He noted to move forward their owners and tenants need to come to an agreement before the Board can move forward with the request.

Board Member Ballantini stated that the City has been requesting materials over the past couple of months and he is not confident that those materials will be provided if approved.

Chair Straza requested staff review the considerations for approval of a Special Use Permit. Mr. Branham reviewed each consideration, as outlined in the Staff Report. He noted considerations five (5) and six (6), related to ingress and egress, as well as conformance with the Code are not met.

Chair Straza asked for clarification that, as two considerations are not met, the Special Use could not be approved. Ms. Pemberton clarified that all considerations of a Special Use must be met to approve.

**Vice Board Chair Ballantini made a motion to establish findings of fact that the standards for approval of a Special Use Permit are not met and to recommend denial of the request for a Special Use Permit for a Vehicle Sales & Service Use in the B-1 (General Commercial) District, for the property located at 1513 Morrissey Drive.**

**Roll call.**

**AYES:** Board Chair Straza; Vice Board Chair Ballantini; Board Member Williams; Board Member Zwaga  
**Motion passed.**

*The following item was presented:*

Item 5.D. SP-06-24 - Public hearing, review, and action on a request submitted by Aruthra, LLC (1301 Shaunessey Dr.), for a Special Use Permit for Single-Family Attached Dwellings in the R-2 (Mixed Residential) District, for property generally located north of the intersection of Fox Creek Road and St. Ivans Circle, consisting of approximately 6.57 acres. PIN: 21-18-153-009.

Mr. Branham presented the Staff Report with recommendation for approval. He reviewed key aspects of the proposed Special Use, including the private maintenance of streets, sufficiency of parking, and plan for stormwater management. He noted that this request is part of an Annexation Agreement and some procedural items. He discussed key site conditions, including adjacent zoning and uses. He provided an overview of the subject site plan, indicating the location of units, drainage easement, and detention.

Chair Straza opened the public hearing.

**David Armstrong (Attorney for the Applicant)** thanked the surrounding property owners for their open and cordial communication. He explained that there are substantial trees and brush along the eastern side of the property, but there are also drainage problems, and to correct the drainage issues some of the vegetation will need to be cleared. He stated the applicant has no intention of removing trees that are not necessary as part of the drainage improvement effort since screening helps both parties, and the applicant does intend to plant additional trees after completion of the project. He reflected on traffic concerns discussed at the Planning Commission hearing, noting that the Special Use requires review of ingress and egress related to the proposed development, but concerns pointed to existing issues with Fox Creek Road in general, which are not specifically related to the implications for this project, or to the location of ingress and egress.

Mr. Branham pointed out that staff recommends a condition of approval that a landscape plan, in compliance with the Code and developed in consultation with the adjacent property owner, is submitted. Attorney Armstrong stated they do not have any objection to that condition.

Commissioner Ballantini inquired what the planned completion date is for the project. Attorney Armstrong stated he was unsure of completion date but the plan to break ground, should the Special Use be approved, is 2026.

**Neil Finlen (Farnsworth Group, Engineer for the Applicant)** explained that he has worked with other developers on three (3) different layouts for projects on this site and none were able to make it work. He noted the pressing need for housing in the area,



## CONSENT AGENDA ITEM NO. 8.M.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** Ward 7

**SUBJECT:** Consideration and Action on a Resolution Approving a Construction Agreement with George Gildner, Inc., for the Ridgewood Terrance Water Main Replacement Construction Project (Bid #2025-18), in the Amount of \$298,089.30, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

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

Objective 2b. Quality water for the long term

**BACKGROUND:** On April 22, 2024, the City Manager approved a Procurement Memo agreement with the Farnsworth Group, Inc., for the design services associated with the watermain replacement project on Ridgewood Dr. The watermain replacement will improve system reliability, fire protection, water quality, and pressure. The project intends to replace approximately 300 linear feet of 2-inch cast iron watermain that was installed in 1929 to 8-inch ductile iron pipe. The project will also replace all water service lines from the watermain to the water meter located inside the home. The agreement will also include the associated pavement removal, excavation, backfill, compaction, surface restoration, pavement patching, and test in accordance with City Standard. A 10% contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

The Water Department prepared the Ridgewood Drive proposal package and advertised the project for competitive bids (Bid #2025-18). Bids for this contract were received until 9:00 AM on Tuesday, November 19, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Staff received two bids and opened them at 9:00 AM on Tuesday, November 19, 2024, via a Virtual Bid Opening. The Water Department staff recommends approval of the lowest price bid from George Gildner, Inc. Both firms were from Bloomington so the local preference policy does not impact the outcome. The bid tab and breakdown are attached, also attached is Farnsworth's Engineer's Opinion of Probable cost.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The request for Bids was released through the City's *OpenGov* Portal and advertised in *The Pantagraph* on Friday, November 1, 2024.

**FINANCIAL IMPACT:** If approved, the City will enter into a Construction Agreement with George Gildner, Inc., in the Amount of \$298,089.30, which includes a 10% contingency. This

will be paid out of the Water Transmission & Distribution-Watermain Construction and Improvements account (50100120-72540). If approved, a budget transfer of \$298,089.30 will be processed to transfer the budgeted funds from the Water Mechanical Maintenance-Land account (50100160-72510) to the Water Transmission and Distribution-Watermain Construction and Improvements account (50100120-72540) as this project was not budgeted. The project that these funds are being transferred from is the Hamilton Zone Pump Station - Land Acquisition for Systemwide Potable Water Distribution Improvements budgeted at \$500,000. It is still to be determined if this land acquisition will be necessary so only the \$289,089.30 will be transferred. Stakeholders can locate the budget for Hamilton Zone Pump Station - Land Acquisition for Systemwide Potable Water Distribution Improvements where the \$289,089.30 is proposed to be transferred from in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 143, 226, 329 and 330.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

**ATTACHMENTS:**

[WTR 3B Resolution](#)

[WTR 3C Resolution Exhibit A](#)

[WTR 3D Engineer's Opinion of Probable Cost](#)

[WTR 3E Bid Tabulation #2025-18](#)

RESOLUTION NO. 2024 - \_\_\_\_

A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC.,  
FOR THE RIDGEWOOD TERRANCE WATERMAIN REPLACEMENT CONSTRUCTION PROJECT  
(BID #2025-18), IN THE AMOUNT OF \$298,089.30

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with George Gildner, Inc. (Exhibit A) be approved for the Ridgewood Terrance Watermain Replacement Construction Project (PROJECT) in the amount of \$298,089.30; and

WHEREAS, PROJECT consists of work necessary for the replacement of approximately 300 linear feet of 2-inch cast iron watermain, which was installed in 1929, with larger, 8-inch ductile iron pipes. All water service lines will be replaced from the watermain to the homes; and

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

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

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

Section 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

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

PASSED this 25th day of November 2024.

APPROVED this \_\_\_\_ day of November 2024.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

## EXHIBIT A

### CITY OF BLOOMINGTON AGREEMENT WITH GEORGE GILDNER, INC.

#### FOR RIDGEWOOD TERRANCE WATERMAIN REPLACEMENT CONSTRUCTION PROJECT

**THIS AGREEMENT**, dated this 25 day of November, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:  
Ridgewood Terrance Water Main Replacement Construction Project (Bid # \_\_\_\_\_) (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

This Agreement does not require the furnishment of any bonds by the VENDOR.

☒

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

**Section 11. Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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



This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.



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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**Section 20. Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

**If to VENDOR:**

George Gildner, Inc.  
2031 Ireland Grove Rd.  
PO Box 846  
Bloomington, IL 61704  
[gildnerinc@aol.com](mailto:gildnerinc@aol.com)

**Copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to CITY:**

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

**Copy to:**

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

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

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

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

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

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

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

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

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

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



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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR   
By:   
Its President

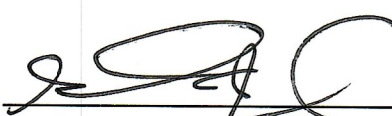
By:   
Its \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

Ridgewood Drive Water Main Replacement Project

EXHIBIT B  
COSTS/FEEES

Bid #2025-18 Ridgewood Terrace Water Main Replacement						George Gildner Inc.		Mid Illinois Mechanical	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	PAVEMENT REMOVAL & REPLACEMENT, CLASS B PATCHES	37	SQ YD	\$258.00	\$9,546.00			\$555.00	\$20,535.00
2	CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT	6	LF	\$80.00	\$480.00			\$100.00	\$600.00
3	CONNECTION TO EXISTING WATER MAIN	1	EA	\$14,000.00	\$14,000.00			\$15,638.00	\$15,638.00
4	DI WM FITTINGS, 8X8 INCH TEE	1	EACH	\$1.00	\$1.00			\$1,357.00	\$1,357.00
5	DI WM FITTINGS, 8X6 REDUCER	2	EACH	\$460.00	\$920.00			\$895.00	\$1,790.00
6	DI WM FITTINGS, 90 DEG BEND - 8 INCH	1	EACH	\$600.00	\$600.00			\$810.00	\$810.00
7	DI WM FITTINGS, 45 DEG BEND - 8 INCH	6	EACH	\$900.00	\$5,400.00			\$857.00	\$5,142.00
8	EROSION CONTROL	1	LUMP SUM	\$200.00	\$200.00			\$5,000.00	\$5,000.00
9	HMA PAVEMENT REMOVAL & REPLACEMENT	187	SQ YD	\$166.00	\$31,042.00			\$205.00	\$38,335.00
10	HYDRANT ASSEMBLY, 8 INCH	1	EACH	\$6,200.00	\$6,200.00			\$6,877.00	\$6,877.00
11	MOBILIZATION	1	LUMP SUM	\$4,000.00	\$4,000.00			\$10,000.00	\$10,000.00
12	PRE-CONSTRUCTION VIDEO	1	LUMP SUM	\$200.00	\$200.00			\$2,500.00	\$2,500.00
13	RESILIENT WEDGE GATE VALVE, 8 INCH	2	EACH	\$1,600.00	\$3,200.00			\$3,407.00	\$6,814.00
14	SEEDING & RESTORATION	1	LUMP SUM	\$5,000.00	\$5,000.00			\$10,000.00	\$10,000.00
15	STORM SEWER WMQ 12 INCH	14	LF	\$180.00	\$2,520.00			\$383.00	\$5,362.00
16	TRAFFIC CONTROL	1	LUMP SUM	\$6,200.00	\$6,200.00			\$10,000.00	\$10,000.00
17	TRENCH BACKFILL - CLSM	328	LF	\$49.00	\$16,072.00			\$97.00	\$31,816.00
18	WATER MAIN, DI CL 52, 8 INCH	328	LF	\$174.00	\$57,072.00			\$260.00	\$85,280.00
19	WATER MAIN ENCASEMENT (CONTINGENCY)	21	LF	\$110.00	\$2,310.00			\$135.00	\$2,835.00
20	WATER SERVICE, LONG SIDE	4	EACH	\$6,800.00	\$27,200.00			\$7,593.00	\$30,372.00
21	WATER SERVICE, SHORT SIDE	6	EACH	\$3,800.00	\$22,800.00			\$3,500.00	\$21,000.00
22	WATER SERVICE, PRIVATE PROPERTY	10	EACH	\$5,600.00	\$56,000.00			\$3,700.00	\$37,000.00
	<b>Total</b>				<b>\$270,963.00</b>				<b>\$349,063.00</b>
Bid #2025-18 Ridgewood Terrace Water Main Replacement						George Gildner Inc.		Mid Illinois Mechanical	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Contingency - 10% of the Base Bid in Table 1.	1	LS	\$27,126.30	\$27,126.30			\$34,906.30	\$34,906.30
	<b>Total</b>				<b>\$27,126.30</b>				<b>\$34,906.30</b>
						#1 George Gildner Inc.		#2 Mid Illinois Mechanical	
			<b>Total with</b>	\$298,089.30				\$383,969.30	

### Engineer's Opinion of Probable Cost

Project: City of Bloomington - Ridgewood Terrace WMR

Date: 10/10/2024

NO.	ITEM	UNITS	BID TOTAL	ESTIMATED UNIT PRICE	COST
1	CLASS B PATCHES	SQ YD	37	\$ 250.00	\$ 9,250.00
2	CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT	LF	6	\$ 150.00	\$ 900.00
3	CONNECT TO EXISTING WM	EACH	1	\$ 2,000.00	\$ 2,000.00
4	DI WM FITTINGS, 8X8 INCH TEE	EACH	1	\$ 1,000.00	\$ 1,000.00
5	DI WM FITTINGS, 8X6 REDUCER	EACH	2	\$ 1,000.00	\$ 2,000.00
6	DI WM FITTINGS, 90 DEG BEND - 8 INCH	EACH	1	\$ 1,000.00	\$ 1,000.00
7	DI WM FITTINGS, 45 DEG BEND - 8 INCH	EACH	6	\$ 1,000.00	\$ 6,000.00
8	EROSION CONTROL	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
9	HMA PAVEMENT REMOVAL & REPLACEMENT	SQ YD	187	\$ 150.00	\$ 28,050.00
10	HYDRANT ASSEMBLY, 8 INCH	EACH	1	\$ 5,000.00	\$ 5,000.00
11	MOBILIZATION	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
12	PRE-CONSTRUCTION VIDEO	LUMP SUM	1	\$ 500.00	\$ 500.00
13	RESILIENT WEDGE GATE VALVE, 8 INCH	EACH	2	\$ 3,000.00	\$ 6,000.00
14	SEEDING & RESTORATION	LUMP SUM	1	\$ 2,000.00	\$ 2,000.00
15	STORM SEWER WMQ 12 INCH	LF	14	\$ 300.00	\$ 4,200.00
16	TRAFFIC CONTROL	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
17	TRENCH BACKFILL - CLSM	LF	328	\$ 65.00	\$ 21,320.00
18	WATER MAIN, DI CL 52, 8 INCH	LF	328	\$ 200.00	\$ 65,600.00
19	WATER MAIN ENCASEMENT	LF	21	\$ 75.00	\$ 1,575.00
20	WATER SERVICE, LONG SIDE	EACH	4	\$ 4,000.00	\$ 16,000.00
21	WATER SERVICE, SHORT SIDE	EACH	6	\$ 2,500.00	\$ 15,000.00
22	WATER SERVICE, PRIVATE PROPERTY	EACH	10	\$ 10,000.00	\$ 100,000.00
<b>TOTAL</b>					<b>\$ 303,145.00</b>

Bid #2025-18 Ridgewood Terrace Water Main Replacement				George Gildner Inc.		Mid Illinois Mechanical	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	PAVEMENT REMOVAL & REPLACEMENT, CLASS B						
1	PATCHES	37	SQ YD	\$258.00	\$9,546.00	\$555.00	\$20,535.00
	CONCRETE CURB & GUTTER REMOVAL &						
2	REPLACEMENT	6	LF	\$80.00	\$480.00	\$100.00	\$600.00
3	CONNECTION TO EXISTING WATER MAIN	1	EA	\$14,000.00	\$14,000.00	\$15,638.00	\$15,638.00
4	DI WM FITTINGS, 8X8 INCH TEE	1	EACH	\$1.00	\$1.00	\$1,357.00	\$1,357.00
5	DI WM FITTINGS, 8X6 REDUCER	2	EACH	\$460.00	\$920.00	\$895.00	\$1,790.00
6	DI WM FITTINGS, 90 DEG BEND - 8 INCH	1	EACH	\$600.00	\$600.00	\$810.00	\$810.00
7	DI WM FITTINGS, 45 DEG BEND - 8 INCH	6	EACH	\$900.00	\$5,400.00	\$857.00	\$5,142.00
8	EROSION CONTROL	1	LUMP SUM	\$200.00	\$200.00	\$5,000.00	\$5,000.00
9	HMA PAVEMENT REMOVAL & REPLACEMENT	187	SQ YD	\$166.00	\$31,042.00	\$205.00	\$38,335.00
10	HYDRANT ASSEMBLY, 8 INCH	1	EACH	\$6,200.00	\$6,200.00	\$6,877.00	\$6,877.00
11	MOBILIZATION	1	LUMP SUM	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
12	PRE-CONSTRUCTION VIDEO	1	LUMP SUM	\$200.00	\$200.00	\$2,500.00	\$2,500.00
13	RESILIENT WEDGE GATE VALVE, 8 INCH	2	EACH	\$1,600.00	\$3,200.00	\$3,407.00	\$6,814.00
14	SEEDING & RESTORATION	1	LUMP SUM	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
15	STORM SEWER WMQ 12 INCH	14	LF	\$180.00	\$2,520.00	\$383.00	\$5,362.00
16	TRAFFIC CONTROL	1	LUMP SUM	\$6,200.00	\$6,200.00	\$10,000.00	\$10,000.00
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19	WATER MAIN ENCASEMENT (CONTINGENCY ITEM)	21	LF	\$110.00	\$2,310.00	\$135.00	\$2,835.00
20	WATER SERVICE, LONG SIDE	4	EACH	\$6,800.00	\$27,200.00	\$7,593.00	\$30,372.00
21	WATER SERVICE, SHORT SIDE	6	EACH	\$3,800.00	\$22,800.00	\$3,500.00	\$21,000.00
22	WATER SERVICE, PRIVATE PROPERTY	10	EACH	\$5,600.00	\$56,000.00	\$3,700.00	\$37,000.00
	<b>Total</b>				<b>\$270,963.00</b>		<b>\$349,063.00</b>
Bid #2025-18 Ridgewood Terrace Water Main Replacement				George Gildner Inc.		Mid Illinois Mechanical	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	Contingency - 10% of the Base Bid in Table 1.	1	LS	\$27,126.30	\$27,126.30	\$34,906.30	\$34,906.30
	<b>Total</b>				<b>\$27,126.30</b>		<b>\$34,906.30</b>
				<b>#1 George Gildner Inc.</b>		<b>#2 Mid Illinois Mechanical</b>	
<b>Total with Contingency</b>				\$298,089.30		\$383,969.30	



## CONSENT AGENDA ITEM NO. 8.N.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** Ward 8

**SUBJECT:** Consideration and Action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Ninth Addition, as requested by the Department of Operations & Engineering Services.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 4c. Preservation of property/home valuations

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

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The Grove on Kickapoo Creek Ninth Addition Subdivision is located north of Finlen Lane. The proposed Final Plat facilitates the creation of 41 residential lots. The lot configuration is consistent with the Subdivision's Preliminary Plan approved by Council on December 12, 2011. In compliance with City Code, the preliminary plan has remained active with the platting of the Sixth Addition on October 10, 2022. The existing Parcel Identification Number (PIN) for the property is 22-08-400-016. The zoning in this area is R-2 (Mixed Residence) District. Approval of this Final Plat will facilitate new residences. The proposed use is permitted in this zoning district. The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Eastlake, LLC

**FINANCIAL IMPACT:** Eastlake, LLC, paid all survey and plat costs. Tap-on fees are required and the surety requirement is met with a \$250,000 revolving bond. See tap-on/surety attachment for additional information. Approval of the Final Plat will facilitate the construction of new residential housing. This could result in additional property tax revenues for the City.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

**ATTACHMENTS:**

[DOES 1B Ordinance](#)

[DOES 1C Ordinance Exhibit B - Final Plat](#)

[DOES 1D Owners Petition](#)

[DOES 1E County Clerks Certificate](#)

[DOES 1F Owners Certificate](#)

DOES 1G School District Certificate  
DOES 1H Final Plat Checklist  
DOES 1I Final Plat Map  
DOES 1J Tap On Memo  
DOES 1K Drainage Statement

**ORDINANCE NO. 2024 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FINAL PLAT OF  
THE GROVE ON KICKAPOO CREEK NINTH ADDITION**

**WHEREAS**, a Petition was filed with the City Clerk for approval of the Final Plat of The Grove on Kickapoo Creek Ninth Addition dated November 15, 2024, legally described in Exhibit A and depicted in Exhibit B; and

**WHEREAS**, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code; and

**WHEREAS**, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

**SECTION 1.** The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

**SECTION 2.** The Final Plat of The Grove on Kickapoo Creek Ninth Addition dated November 15, 2024, is hereby approved.

**SECTION 3.** Tap-on fees shall be paid prior to recording of the Final Plat.

**SECTION 4.** The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

**SECTION 6.** This Ordinance shall take effect immediately after its approval and publication as required by law.

**PASSED** this 25th day of November 2024.

**APPROVED** this \_\_\_\_ day of November 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

Exhibit A  
**LEGAL DESCRIPTION**

A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 614 The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21903 in the McLean County Recorder's Office. From said Point of Beginning, thence northeast 56.76 feet along the West Line of The Grove on Kickapoo Creek Stream Restoration according to the plat recorded as Document No. 2012-19531 in said Recorder's Office which forms an angle of 90°-00'-00" as measured from northwest to northeast with the North Line of said Lot 614; thence northerly 239.51 feet along said West Line being the arc of a curve concave to the west with a radius of 245.00 feet and the 230.08 foot chord of said arc forms an angle to the right of 151°-59'-39" with the last described course; thence southwest 5.00 feet along said West Line which forms an angle to the right of 61°-59'-39" with the last described chord; thence northwest 601.53 feet along said West Line which forms an angle to the right of 270°-00'-00" with the last described course; thence west 306.40 feet along a line which forms an angle to the right of 129°-05'-10" with the last described course; thence northerly 8.58 feet along a line being the arc of a curve concave to the west with a radius of 1123.00 feet and the 8.58 foot chord of said arc forms an angle to the right of 278°-17'-11" with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 204.68 feet along said North Line which forms an angle to the right of 81°-52'-31" with the last described chord; thence south 129.06 feet along a line which forms an angle to the right of 89°-50'-20" with the last described course; thence west 27.08 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence south 185.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence west 310.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence south 185.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence east 13.39 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence south 124.03 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to the Northwest Corner of Lot 625 in The Grove on Kickapoo Creek Sixth Addition; thence east 377.12 feet along the North Line of said Sixth Addition which forms an angle to the right of 88°-40'-48" with the last described course; thence east 86.01 feet along said North Line which forms an angle to the right of 180°-50'-37" with the last described course; thence east 304.43 feet along said North Line being the arc of a non-tangential curve concave to the south with a radius of 3110.00 feet and the 304.31 foot chord of said arc forms an angle to the right of 186°-48'-37" with the last described course; thence east 147.06 feet along said North Line which forms an angle to the right of 177°-58'-41" with the last described chord; thence southeast 135.50 feet along said North Line which forms an angle to the right of 194°-51'-52" with the last described course; thence northeast 11.55 feet along a line which forms an angle to the right of 87°-44'-55" with the last described course; thence southeast 210.00 feet along said North Line which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning, containing 13.913 acres, more or less.

**Part of PIN:** 22-08-400-016

PART OF SE 1/4 SECTION 8 AND SW 1/4 SECTION 9, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

PART OF SE 1/4 SECTION 8 AND SW 1/4 SECTION 9, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



2709 MCGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

#	DATE:	DESCRIPTION:
1	11/15/2024	REVISED PER C.O.B. COMMENTS

PROJECT:  
THE GROVE ON KICKAPOO  
CREEK NINTH ADDITION

BLOOMINGTON, ILLINOIS

Date: 11-15-24

Design/Drawn: DJM

Field Book No. : \_\_\_\_\_

Project No.: 0230934.00

## FINAL PLAT

SHEET NUMBER:

1 of 1

File No.: 24-9390

THE GROVE ON KICKAPOO CREEK NINTH ADDITION  
PART OF SE 1/4 SECTION 8 AND SW 1/4 SECTION 9, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

**Surveyor's Declaration**

The following described property has been surveyed and platted under my direction:

A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 614 The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21993 in the McLean County Recorder's Office. From said Point of Beginning, thence northeast 56.76 feet along the West Line of The Grove on Kickapoo Creek Stream Restoration according to the plat recorded as Document No. 2012-19531 in said Recorder's Office which forms an angle of 90°-00'-00" as measured from northwest to northeast with the North Line of said Lot 614; thence northerly 239.51 feet along said West Line being the arc of a curve concave to the west with a radius of 245.00 feet and the 230.08 foot chord of said arc forms an angle to the right of 151°-50'-30" with the last described course; thence southwest 8.70 feet along said West Line which forms an angle to the right of 61°-59'-39" with the last described chord; thence northwest 501.53 feet along said West Line which forms an angle to the right of 270°-00'-00" with the last described course; thence west 306.40 feet along a line which forms an angle to the right of 129°-05'-10" with the last described course; thence northerly 5.58 feet along a line being the arc of a curve concave to the west with a radius of 1123.00 feet and the 8.58 foot chord of said arc forms an angle to the right of 276°-17'-11" with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 204.95 feet along said North Line which forms an angle to the right of 81°-52'-31" with the last described chord; thence south 125.05 feet along a line which forms an angle to the right of 89°-50'-20" with the last described course; thence west 27.08 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence south 185.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence west 310.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence south 124.03 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to the Northwest Corner of Lot 625 in The Grove on Kickapoo Creek Sixth Addition; thence east 377.12 feet along the North Line of said Sixth Addition which forms an angle to the right of 88°-40'-48" with the last described course; thence east 66.61 feet along said North Line which forms an angle to the right of 180°-50'-37" with the last described course; thence east 304.43 feet along said North Line being the arc of a non-tangential curve concave to the south with a radius of 3110.00 feet and the 304.31 foot chord of said arc forms an angle to the right of 185°-45'-37" with the last described course; thence east 147.06 feet along said North Line which forms an angle to the right of 177°-55'-41" with the last described chord; thence southeast 135.50 feet along said North Line which forms an angle to the right of 194°-51'-52" with the last described course; thence northeast 11.55 feet along a line which forms an angle to the right of 87°-44'-02" with the last described course; thence southeast 210.00 feet along said North Line which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning, containing 13.913 acres, more or less.

This property has been subdivided into 41 lots numbered 640 through 680, inclusive, the streets and easements as shown. This subdivision is to be known as "The Grove on Kickapoo Creek Ninth Addition" to the City of Bloomington, McLean County, Illinois.

This subdivision lies within Zone X (Areas of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510E, Community No. 170490, revised July 16, 2008.

Witness my hand and seal this 15th day of November, 2024.

FARNSWORTH GROUP, INC.  
2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704

By:   
Brent A. Bazan  
Professional Land Surveyor No. 3715



DATE: 11-15-24  
EXP. DATE: 11-30-2028  
DESIGN FIRM REGISTRATION  
NO. 184-00186

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

**NOTES:**

- Dimensions shown along curved lot lines are chord distances.
- Lot lines extending from curved street lines are radial unless noted otherwise.
- All easements shown hereon are hereby dedicated for public utility use unless otherwise shown.
- All streets shown hereon are hereby dedicated for public Rights-of-Way.
- This property is part of P.L.N. 22-08-400-016.

**CITY CLERK'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF McLEAN ) SS

I, \_\_\_\_\_, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "The Grove on Kickapoo Creek Ninth Addition", presented, passed and approved at a regular meeting of said City Council, held on the \_\_\_\_\_ Day of \_\_\_\_\_, 2024, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Clerk

**CITY ENGINEER'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF McLEAN ) SS

I, \_\_\_\_\_, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specifications therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Engineer  
Bloomington, Illinois

**OWNERS / DEVELOPERS:**

Exquisite LLC  
1701 Tulamore Ave., Suite A  
Bloomington, IL 61704  
Rave Homes, Inc.  
R&H Homes Inc.  
1701 Tulamore Ave., Suite A  
Bloomington, IL 61704



**Farnsworth**  
GROUP

2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:  
# DATE: DESCRIPTION:  
1 11/15/2024 REVISED PER C.O.B. COMMENTS

THE GROVE ON KICKAPOO  
CREEK NINTH ADDITION

BLOOMINGTON, ILLINOIS

Date: 11-15-24

Design/Drawn: DJM

Reviewed: PEB

Field Book No.:

Project No.: 0230934.00

SHEET TITLE

**FINAL PLAT**

SHEET NUMBER

2

of 2

File No.: 24-9390

S.E. 1/4 SEC. 8 & S.W. 1/4 SEC. 9, T.23N., R.3E. 3P.M.

State of Illinois )  
 )ss.  
County of McLean )

Now come(s) **Eastlake, L.L.C., an Illinois limited liability company,**

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) "A", which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as

## The Grove on Kickapoo Creek Ninth Addition

Respectfully submitted,

By: Elizabeth B. Megli  
Elizabeth B. Megli, Its Attorney

# **EXHIBIT A**

**FINAL PLAT LEGAL  
DESCRIPTION  
SEE ATTACHED**

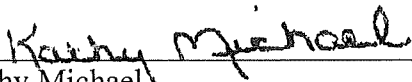
A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 614 The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21903 in the McLean County Recorder's Office. From said Point of Beginning, thence northeast 56.76 feet along the West Line of The Grove on Kickapoo Creek Stream Restoration according to the plat recorded as Document No. 2012-19531 in said Recorder's Office which forms an angle of  $90^{\circ}-00'-00''$  as measured from northwest to northeast with the North Line of said Lot 614; thence northerly 239.51 feet along said West Line being the arc of a curve concave to the west with a radius of 245.00 feet and the 230.08 foot chord of said arc forms an angle to the right of  $151^{\circ}-59'-39''$  with the last described course; thence southwest 5.00 feet along said West Line which forms an angle to the right of  $61^{\circ}-59'-39''$  with the last described chord; thence northwest 601.53 feet along said West Line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course; thence west 306.40 feet along a line which forms an angle to the right of  $129^{\circ}-05'-10''$  with the last described course; thence northerly 8.58 feet along a line being the arc of a curve concave to the west with a radius of 1123.00 feet and the 8.58 foot chord of said arc forms an angle to the right of  $278^{\circ}-17'-11''$  with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 204.68 feet along said North Line which forms an angle to the right of  $81^{\circ}-52'-31''$  with the last described chord; thence south 129.06 feet along a line which forms an angle to the right of  $89^{\circ}-50'-20''$  with the last described course; thence west 27.08 feet along a line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course; thence south 185.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence west 310.00 feet along a line forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course; thence south 185.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence east 13.39 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence south 124.03 feet along a line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to the Northwest Corner of Lot 625 in The Grove on Kickapoo Creek Sixth Addition; thence east 377.12 feet along the North Line of said Sixth Addition which forms an angle to the right of  $88^{\circ}-40'-48''$  with the last described course; thence east 86.01 feet along said North Line which forms an angle to the right of  $180^{\circ}-50'-37''$  with the last described course; thence east 304.43 feet along said North Line being the arc of a non-tangential curve concave to the south with a radius of 3110.00 feet and the 304.31 foot chord of said arc forms an angle to the right of  $186^{\circ}-48'-37''$  with the last described course; thence east 147.06 feet along said North Line which forms an angle to the right of  $177^{\circ}-58'-41''$  with the last described chord; thence southeast 135.50 feet along said North Line which forms an angle to the right of  $194^{\circ}-51'-52''$  with the last described course; thence northeast 11.55 feet along a line which forms an angle to the right of  $87^{\circ}-44'-55''$  with the last described course; thence southeast 210.00

feet along said North Line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to the Point of Beginning, containing 13.913 acres, more or less.

## COUNTY CLERK'S CERTIFICATE

State of Illinois     )  
                              )ss.  
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 09 day of October 2024, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the Certificate of the Surveyor attached hereto and to said Plat.

  
\_\_\_\_\_  
Kathy Michael,  
County Clerk, McLean County, Illinois

P.I.N. 22-08-400-016

OWNER'S CERTIFICATE

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF MCLEAN     )

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached plat of The Grove on Kickapoo Creek Ninth Addition, to the City of Bloomington, McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct final plat of "The Grove on Kickapoo Creek Ninth Addition" to the City of Bloomington, McLean County, Illinois as laid off in lots by Brent A. Bazan, Illinois Professional Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the streets and highways as indicated and shown on said Final Plat; and we further dedicate the easements therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 23rd day of October, 2024.

Owner:

Eastlake, L.L.C., an Illinois limited liability company,

By: \_\_\_\_\_

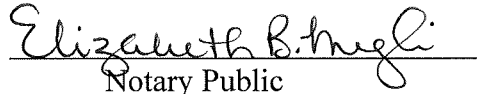
  
Tanner J. Rave,  
Its President

**NOTARY CERTIFICATE**

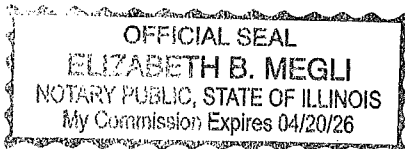
STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF MCLEAN        )

I, Elizabeth B. Megli, a Notary Public in and for the county and state aforesaid, do hereby certify that Tanner J. Rave, President of Eastlake, L.L.C., an Illinois limited liability company, personally known to be the President of Eastlake, L.L.C., an Illinois limited liability company, whose name is subscribed to the foregoing Owner's Certificate, appeared before me this day, in person, and acknowledged the execution of this Owner's Certificate as his free and voluntary act, with full power and authority to act, as and on behalf of Eastlake, L.L.C., an Illinois limited liability company.

Given under my hand and notarial seal this 23<sup>rd</sup> day of October, 2024.

  
Notary Public

My commission expires 04/20/2026.



## SCHOOL DISTRICT CERTIFICATE

This is to certify that **Eastlake, L.L.C., an Illinois Limited Liability Company**, as Developer and Owner of the property herein described in the Surveyor's Certificate, which will be known as The Grove on Kickapoo Creek Ninth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District #5, in McLean County, Illinois.

Dated this 23rd day of October, 2024

Eastlake, L.L.C., an  
Illinois Limited Liability Company

By: Elizabeth B. Megli  
Elizabeth B. Megli,  
Its Attorney

State of Illinois     )  
                              )ss.  
County of McLean)

I, Julie L. Garrett, a Notary Public in and for the county and State aforesaid, do hereby certify that **ELIZABETH B. MEGLI**, personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 23rd day of October, 2024

Julie L. Garrett  
Notary Public

My commission expires 12-9-2026.



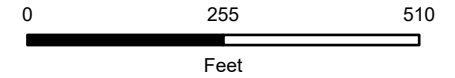


## Eastlake, L.L.C. (The Grove on Kickapoo Creek Ninth Addition)

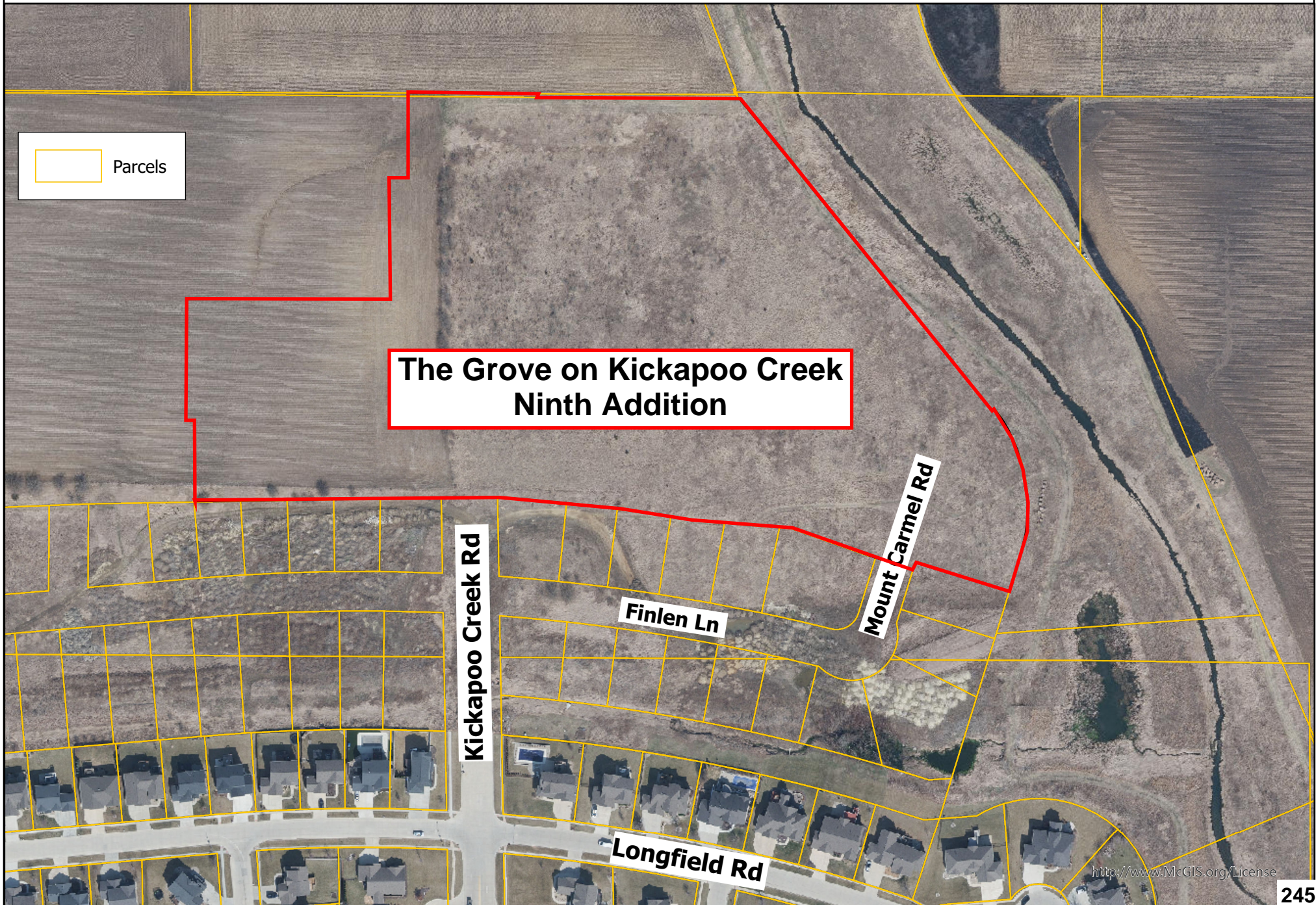
Date Prepared: 11/7/2024

Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	SJL
	Retains the design characteristics of approved public improvement engineering plans and specifications.	SJL
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by DOES	SJL

# The Grove on Kickapoo Creek Ninth Addition



Date: 11/12/2024



## MEMORANDUM

November 8, 2024

To: Alissa Pemberton, City Planner  
 From: Steven J. Law, Senior Civil Engineer  
 Subject: The Grove on Kickapoo Creek Ninth Addition  
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **The Grove on Kickapoo Creek Ninth Addition**. The final plat will be considered for approval by the City Council at the November 25, 2024 meeting.

### A. Performance Guarantee:

\$250,000 revolving commercial surety bond covering all additions. Owner/Developer to provide the current surety bond to the City.

### B. Tap-On Fees:

There are tap-on fees due from The Grove on Kickapoo Creek Ninth Addition per the Annexation Agreements dated April 21, 2005 and November 24, 2008.

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Pump Sta. MBKC San. Sew.	51101100-54120	\$28,575.10	\$0.00	\$28,575.10
2	Force Main MBKC at IGRD	51101100-54120	\$13,944.55	\$0.00	\$13,944.55
3	Brokaw Rd. San. Trunk Sew.	51101100-54120	\$11,998.58	\$0.00	\$11,998.58
4	Water Main	50100110-54120	\$0.00	\$0.00	\$0.00
5	Stormwater Detention	53103100-57320	\$0.00	\$0.00	\$0.00
6	Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
	Total		\$54,518.23	\$0.00	\$54,518.23

- Area: 13.913 acres, 41 Lots
  - Sanitary Flow: [(41 Lots X 3.5 pop. X 100 gpd/pop. X 3.0 peaking factor) + (Infiltration: 13.913 acres X 300 gpd/in dia/acre X 8 in.)] / 1,000,000 gpd/mgd = 0.076 MGD
  - Ireland Grove Road Frontage: 0 FT
- 1) Pump Station Main Branch Kickapoo Creek - \$375,988.12/mgd
  - 2) Force Main, Main Branch Kickapoo Creek - \$183,480.96/mgd
  - 3) Sanitary Trunk Sewer Brokaw Road - \$157,876.01/mgd
  - 4) Developer to build water main, no tap-on fee.
  - 5) Developer to provide stormwater detention, no tap-on fee.
  - 6) Developer to dedicate park land, no tap-on fee.

**C: Guarantee Substandard Street Improvement:**

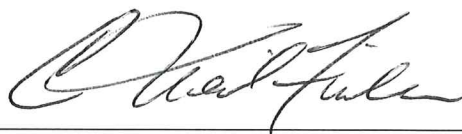
Not Applicable

cc: Kevin Kothe, City Engineer  
Chris Tomerlin  
file

# DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and Eastlake LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "The Grove on Kickapoo Creek Ninth Addition" to the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



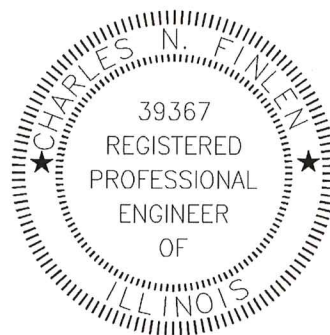
Registered Professional Engineer No. 39367

OWNER:

BY:



Eastlake, L.L.C., an Illinois  
limited liability company,  
by Janner Rave, its President





## REGULAR AGENDA ITEM NO. 9.A.

**FOR COUNCIL:** November 25, 2024

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Presentation of the FY 2024 Annual Comprehensive Financial Report, Delivered by the Audit Firm, Baker Tilly Virchow Krause, LLP, as requested by the Finance Department.

**RECOMMENDED MOTION:** None; Presentation only.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 1c. Engaged residents that are well informed and involved in an open governance process

**BACKGROUND:** The City's Annual Comprehensive Financial Report for the fiscal year ending April 30, 2024, was finalized on October 23, 2024. The audit was conducted by an independent audit firm, Baker Tilly Virchow Krause LLP (Baker Tilly), a firm of licensed certified public accountants. The Fiscal Year 2024 City Audit resulted in a clean or unmodified opinion.

Baker Tilly conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

As noted in the Independent Auditor's Report, Baker Tilly relied on the audits conducted by other auditors of various component units that are incorporated in the City's financial statements. The Annual Comprehensive Financial Report can be found on the City's website at: <http://www.cityblm.org/government/departments/finance/financial-statements>

Several other reports are also issued as a result of, or in connection with, the City audit. Examples include the Federal Single Audit, Tax Increment Financing (TIF) Report, Annual Financial Report, and the Police and Fire Pension Fund Audits. Links or copies of applicable reports have been forwarded to Council.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** An unmodified audit opinion provides assurance that the finances of the City are materially correct.

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director