City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, January 23, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-9 Approve the Agenda for the Regular meeting of January 23, 2018, as presented or with amendments.

Attachments: 01-23-18.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 17-502 Presentation of the Senior Community Service Employment Program. (Administrative Services Director)

Indexes: staffing

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 17-541 Council approve the purchase of twelve new Panasonic Toughbook computers budgeted in account 001-2100-521.64-15 and approved in CIP CP-PD-18L1. (Chief of Police)

Attachments: CDW Quote JKWM904.pdf
CDWG Renewal 2018.pdf
CDWG_Master Agreement.pdf
Info Tech_Pricing_Web.pdf
Toughbook CSR 12.1.17.pdf

V.2 18-13 Authorize the City Manager to Approve Final Payment to Cheney Lime and Concrete, Jacksonville, Florida, for December Deliveries of Quick Lime to the Dyal Water Treatment Plant. (Utilities Director)

Attachments: CHENEY - 3 MONTH EXT AGRMT LTR
Inv 89075, 89098, 89206, 89240,89241,89272_CPO PMT 28481.05

V.3 18-16 Approve Danella Construction Corporation of Florida, Inc. as the selected vendor for award of RFP# P-18-04-COC, Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. Authorize the City Manager to execute a contract with Danella Construction Corporation of Florida, Inc. in response to Request for Proposals RFP# P-18-04-COC. (Assistant City Manager)

Attachments: Fiber Optic Network Equipment Materials Supplies Installation and Maintenance
Danella Submittal
P-18-04-COC Notice of Award
Fiber Installation and Maintenance Agreement - Danella - Final.pdf
P-18-04-COC Final MEMO
P-18-04-COC Tabulation Sheet
RFP P-18-04-COC Public Notice
Selection Committee Score Sheets 10.11.17

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 18-12 Approve the Cancellation of the following City Council meetings: November 27, 2018 and December 25, 2018 due to the holiday seasons. (Administrative Services Director)

VIII. CITY BUSINESS:

MULTI-YEAR CONTRACTS:

VIII.1 18-8

To approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts. (Assistant City Manager)

Attachments:
ShoreTel_VCIQ12058-01_QuoteValet_2017-12-12_3-53.03pm
Five9_VCIQ12138_QuoteValet_2017-12-20_2-38.56pm
1420829193_Data Comm 14-19-ShoreTel AR627 Master Agreement-140317 (2
Estimate_4970_from_Florida_High_Speed_Internet
Budget Resolution FY 2018.docx
5 Nine Sole Source.doc
ShoreTel Reseller List 12-2017.xlsx
BAF-CM-GF Shoretel phone (1-23-17)~ Agenda 18-008 - FY18.pdf
~BAF-UT-ShareTel phones (1-23-18) ~Agenda 18-008 - FY18.pdf
Artemis SIP quote.pdf
Mitel SIP Proposal - City of Cocoa.pdf

VIII.2 18-24

Approval of Resolution #2018-003 waiving the competitive bidding process by reason of sole source for the procurement of professional services of Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa, and approval of Resolution #2018-004 amending the Fiscal Year 2018 Budget, through the use of General Fund Contingency. Approval of contract effective January 1, 2018 through December 30, 2018 with authorization for the City Manager to finalize and execute contract for services approved by the City Attorney. (City Manager)

Attachments:
Budget Resolution FY2018-004
Sole Source Resolution 2018.doc
BAF-AS-Alcalde and Fay (1-23-18)~Agenda 18-024 - FY18.pdf
Cocoa Contract 2018 (Revised 1.16.17)(CLEAN)

IX. INFORMATIONAL AGENDA:

IX.1 18-5

Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 12/31/2017. (Finance Director)

Attachments:
PO Monthy Report to City Council 10.01.17 thru 12.31.17.pdf

IX.2 18-7 2017 Fire Incident Summary Report. (Fire Chief)

Attachments: Fire Incident Summary Report 2017.pdf

IX.3 18-17 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CO For December 17.pdf

IX.4 18-18 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report December 2017.pdf

IX.5 18-19 FY 2018 Budget Adjustment Report. (Finance Director)

Attachments: December FY 2018 EXPENSE Budget Tracking Worksheet.pdf
December FY 2018 REVENUE Budget Tracking Worksheet.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per issue shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Legislation Details (With Text)

File #:	18-9	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/9/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 23, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-23-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 9, 2018
Agenda Date: January 23, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 23, 2018, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all of its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of January 23, 2018, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: January 23, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 23, 2018 (18-9)
2. Minutes: N/A

III. AWARDS AND PRESENTATIONS:

1. Presentation of the Senior Community Service Employment Program. (17-502). (Administrative Services Director)

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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V. CONSENT AGENDA:

1. Approve the purchase of twelve new Panasonic Toughbook computers budgeted in account 001-2100-521.64-15 and approved in CIP CP-PD-18L1. (17-541). (Chief of Police)

2. Authorize City Manager to Approve Final Payment to Cheney Lime and Concrete, Jacksonville, Florida, for December Deliveries of Quick Lime to the Dyal Water Treatment Plant. (18-13). (Utilities Director)

3. Approve Danella Construction Corporation of Florida, Inc. as the selected vendor for award of RFP# P-18-04-COC, Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. Authorize the City Manager to execute a contract with Danella Construction Corporation of Florida, Inc. in response to Request for Proposals RFP# P-18-04-COC. (18-16). (Assistant City Manager)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the Cancellation of the following City Council meetings: November 27, 2018 and December 25, 2018 due to the holiday seasons. (18-12). (Administrative Services Director)

VIII. CITY BUSINESS:

None.

MULTI-YEAR CONTRACTS:

1. Approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts. (18-8). (Assistant City Manager)

2. Approval of Resolution #2018-003 waiving the competitive bidding process by reason of sole source for the procurement of professional services of Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa, and

approval of Resolution #2018-004 amending the Fiscal Year 2018 Budget, through the use of General Fund Contingency. Approval of contract effective January 1, 2018 through December 30, 2018 with authorization for the City Manager to finalize and execute contract for services approved by the City Attorney. (18-24). (City Manager)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 12/31/2017. (18-5). (Finance Director)

2. 2017 Fire Incident Summary Report. (18-7). (Fire Chief)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-17). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (18-18). (Finance Director)

5. FY 2018 Budget Adjustment Report. (18-19). (Finance Director)

X. REPORTS:

Advisory Boards and Committees
City Administration
City Attorney
City Manager
City Council

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	17-502	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	11/15/2017			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	Presentation of the Senior Community Service Employment Program. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	staffing				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2017
Agenda Date: January 23, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: N/A
Requested Action:
Presentation of the Senior Community Service Employment Program.

BACKGROUND:

Presentation to be provided by Nancy Heller, Program Director.

STRATEGIC PLAN CONNECTION:

One of the objectives of the Strategic Issue identified in the City's 2016-2021 Strategic Plan was Civic Engagement, specifically fostering civic engagement and this program would generally accomplish this overarching goal. Additionally, Economic Development was identified as a Strategic Issue, with a specific objective of "fostering a skilled workforce." The program is a community service and work-based job training program for seniors who are low-income and unemployed. Finally, the program is also consistent with goals and objectives of the Community Redevelopment (Redevelopment of the City's Core) strategic issue.

BUDGETARY IMPACT:

Budgeted: N/A

If not budgeted, is amendment/transfer attached? N/A

PREVIOUS ACTION:

Councilwoman Warner requested City staff to research the program during the budget workshop, and at the November 14, 2017, Regular Meeting of City Council staff advised City Council the program was forthcoming.

RECOMMENDED MOTION:

N/A

Legislation Details (With Text)

File #:	17-541	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	12/7/2017			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	Council approve the purchase of twelve new Panasonic Toughbook computers budgeted in account 001-2100-521.64-15 and approved in CIP CP-PD-18L1. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CDW Quote JKWM904.pdf CDWG Renewal 2018.pdf CDWG_Master Agreement.pdf Info Tech_Pricing_Web.pdf Toughbook CSR 12.1.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 7, 2017
Agenda Date: January 23, 2018
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Council approve the purchase of twelve new Panasonic Toughbook computers budgeted in account 001-2100-521.64-15 and approved in CIP CP-PD-18L1.

BACKGROUND:

In an effort to replace old and worn out computers and to equip vehicles with proper mounting kits, City Council approved a Capital Improvement Plan, CP-PD-18L1 and $52,000 was budgeted in account 001-2100-521.64-15.

The Police Department is requesting permission to purchase twelve new Panasonic Toughbook computers, including the mounts, and port replicators at an expense of $50,465 using the National IPA Technology Solutions contract 130733.

STRATEGIC PLAN CONNECTION:

Purchasing of the laptops will help the Police Department serve the citizens of Cocoa more efficiently, accurately, and improve the safety for the citizens and officers.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$50,465
Account Number	_001-2100-521.64-15
Account Name	_Machinery & Equipment/IT Hardware

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approve the purchase of twelve new Panasonic Toughbook computers budgeted in account 001-2100-521.64-15 and approved in CIP CP-PD-18L1.

QUOTE CONFIRMATION

DEAR SUSAN AUSTIN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JKWM904	11/30/2017	PANASONIC	5938989	$50,465.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 54 Premium Public Sector Service Package - 14" - Core i Mfg. Part#: CF-54F9-00KM UNSPSC: 43211503 Contract: National IPA Technology Solutions (130733)	12	4379459	$2,975.00	$35,700.00
Havis CF-H-PAN-422-2-P - port replicator Mfg. Part#: CF-H-PAN-422-2-P UNSPSC: 43211603 Contract: National IPA Technology Solutions (130733)	12	3723657	$825.00	$9,900.00
Havis Premium Passenger Side Mount Package - mounting kit Mfg. Part#: PKG-PSM-303 UNSPSC: 31162313 Chevy Impala Mount Contract: National IPA Technology Solutions (130733)	7	4610358	$400.00	$2,800.00
HAVIS 2013 FORD INTERCEPTOR SEDAN Mfg. Part#: PKG-PSM-341 Ford Taurus Mount Contract: National IPA Technology Solutions (130733)	3	4370659	$415.00	$1,245.00
NEW ITEMS DO NOT PICK THIS LINE Mfg. Part#: NEW-ITEM MFR Description: PKG,BASE,VMT,HDM,WSHRTHNDL, CAPR,14-17, *** MFR Part Number: PKG-PSM-375 ***** Ford Taurus Mount Contract: MARKET	2	NEW-ITEM	$410.00	$820.00

PURCHASER BILLING INFO	SUBTOTAL	$50,465.00
Billing Address: CITY OF COCOA CITY OF COCOA 65 STONE ST RM 209 COCOA, FL 32922-7807 **Phone:** (321) 433-8558 **Payment Terms:** Request Terms	SHIPPING	$0.00
	GRAND TOTAL	$50,465.00
DELIVER TO	Please remit payments to:	

Shipping Address: CITY OF COCOA INFORMATION TECHNOLOGY 65 STONE ST COCOA, FL 32922-7982 **Shipping Method:** UPS Ground	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION				
	John Vrablik	|	(877) 466-6333	| johnvra@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
Lloyd.Windle@tucsonaz.gov
ISSUE DATE: FEBRUARY 17, 2017

CONTRACT #130733-01
CONTRACT AMENDMENT NUMBER: FIVE (5)

LW/hb
PRINCIPLE CONTRACT OFFICER: LLOYD B. WINDLE II

INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Contract No. 130733, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2017 through August 15, 2018.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: CDW Government LLC

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Christina V. Rother 4-6-17
Signature of person authorized to sign Date

Christina V. Rother
Name and Title (typed or printed legibly)

President, CDW Government LLC
Company Name

230 N. Milwaukee Avenue
Address

crother@cdwg.com
Email Address

Vernon Hills Illinois 60061
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Patricia Karakash, Program Manager
Name and Title (typed or printed legibly)

847-371-5819
Phone Number

patrkar@cdw.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 11th DAY OF April, 2017, AT TUCSON, ARIZONA.

for Nathan Daon
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
Lloyd.Windle@tucsonaz.gov
ISSUE DATE: FEBRUARY 17, 2017

CONTRACT #130733-01
CONTRACT AMENDMENT NUMBER: FIVE (5)

LW/hb
PRINCIPLE CONTRACT OFFICER: LLOYD B. WINDLE II

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ITEM ONE (1): RENEWAL

Pursuant to Contract No. 130733, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2017 through August 15, 2018.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: CDW Government LLC

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Christina V. Rother 4-6-17
Signature of person authorized to sign Date

Christina V. Rother
Name and Title (typed or printed legibly)

President, CDW Government LLC
Company Name

230 N. Milwaukee Avenue
Address

crother@cdwg.com
Email Address

Vernon Hills Illinois 60061
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Patricia Karakash, Program Manager
Name and Title (typed or printed legibly)

847-371-5819
Phone Number

patrkar@cdw.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 11th DAY OF April, 2017, AT TUCSON, ARIZONA.

for Nathan Daon
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
Lloyd.Windle@tucsonaz.gov
ISSUE DATE: JULY 26, 2016

CONTRACT #130733-01
CONTRACT AMENDMENT NUMBER: FOUR (4)

LW/lr
PRINCIPAL CONTRACT OFFICER: LLOYD B. WINDLE II

INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1):

The parties agree any job orders, project agreements or maintenance agreements executed against Contract #130733 during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

ITEM TWO (2): PRICING
CDW-G Services and service pricing are clarified as follows:

a. Cloud Services shall be priced at 1% off the manufacturer's list prices.
b. Additional Services, performed by CDW-G, that do not have pricing specified in pricing Group 11, of Contract #130733 shall be priced at 1% off the Standard Rate.

ITEM THREE (3):
Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), as required by manufacturers.

ITEM FOUR (4):
Participating Agencies may request that CDW-G sub-contract with a particular business(es) to provide certain products and services through Contract #130733.

In such cases, the business must be an authorized reseller of CDW-G to sell applicable products and services available through Contract #130733, directly to Participating Agencies ("Authorized Reseller"). A business' status as Authorized Reseller shall be at CDW-G's sole discretion. CDW-G will report all applicable invoiced sales to National IPA, in accordance with Contract #130733.

*****END OF AMENDMENT*****

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
Lloyd.Windle@tucsonaz.gov
ISSUE DATE: JULY 26, 2016

CONTRACT #130733-01
CONTRACT AMENDMENT NUMBER: FOUR (4)

LW/lr
PRINCIPAL CONTRACT OFFICER: LLOYD B. WINDLE II

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR:

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Max Reed 08/01/16

Signature of person authorized to sign Date

Max Reed, VP Program Sales
Name and Title (typed or printed legibly)

CDW Government LLC
Company Name

230 N. Milwaukee Ave.
Address

contmgmt@cdw.com
Email Address

Vernon Hills IL 60606
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Patricia Karakash, Program Manager
Name and Title (typed or printed legibly)

847-371-5819
Phone Number

patrkar@cdw.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 1st DAY OF August, 2016, AT TUCSON, ARIZONA.

Nathan Daon

for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
Lloyd.Windle@tucsonaz.gov
ISSUE DATE: MAY 16, 2016

CONTRACT #130733-01
CONTRACT AMENDMENT NUMBER: THREE (3)

LW/lr
CONTRACT OFFICER: LLOYD B. WINDLE II

INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2016 through August 15, 2017.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: _____

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Max Reed 5/24/16
Signature of person authorized to sign Date

Max Reed VP Program Sales
Name and Title (typed or printed legibly)

CDW
Company Name

200 N. Milwaukee Ave
Address

PSP @ CDW.com
Email Address

Vernon Hills, IL 60061
City State Zip

Contact Information for Sales/Account Representative for daily business operations:

Pat O'Brien - Field Sales Manager
Name and Title (typed or printed legibly)

847-371-5584
Phone Number

Email Address

CITY OF TUCSON: _____

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 26th DAY OF May, 2016, AT TUCSON, ARIZONA.

for Nathan Dixon
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4105
ISSUE DATE: APRIL 27, 2015

CONTRACT NO.: 130733
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
SA
CONTRACT OFFICER: LLOYD WINDLE

THIS CONTRACT IS AMENDED AS FOLLOWS:

INFORMATION TECH SOLUTIONS, INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2015 through August 15, 2016.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Christina V. Rother 5-8-15
Signature Date

Christina V. Rother President, CDW Government LLC
Typed Name and Title

CDW Government LLC
Company Name

230 N. Milwaukee Avenue
Address

crother@cdwg.com
Email Address

Vernon Hills Illinois 60061
City State Zip

REVIEWED BY WG PROGRAM SALES

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 8th DAY OF May, 2015, AT TUCSON, ARIZONA.

Nathan Daon
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: JULY 23, 2014

CONTRACT NO.: 130733
CONTRACT AMENDMENT NO.: ONE (1)

JM
CONTRACT OFFICER: NATHAN DAOU

THIS CONTRACT IS AMENDED AS FOLLOWS:

INFORMATION TECH SOLUTIONS, INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. Pursuant to Contract No.130733, Term and Renewal, the City is hereby exercising its option to renew the service agreement for the period of August 16, 2014 through August 17, 2015.

2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

   "If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

   21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

   The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Christina V. Rother

Signature Date

Christina Rother, President, CDW Government LLC
Typed Name and Title

CDW Government LLC
Company Name

230 N. Milwaukee Avenue
Address

crother@cdwg.com
Email Address

Vernon Hills Illinois 60061
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 15TH DAY OF AUGUST, 2014, AT TUCSON, ARIZONA.

Nathan Daou

As Director of Procurement and not personally

City of Tucson

Contract

For

Informational Technology Solutions

Including desktops, notebooks, servers, software, peripherals and services

With

CDW Government LLC

Effective: **August 18, 2013**

The following documents comprise the executed contract between the City of Tucson and CDW Government, LLC (CDW-G), effective August 18, 2013:

I. Signed Offer and Acceptance

II. Final Negotiated Terms and Conditions

III. CDW-G's Response to the Request for Proposal

IV. The Terms and Conditions of the Request for Proposal, incorporated by reference

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

CDW Government LLC
Company Name

230 N Milwaukee Ave
Address

Vernon Hills IL 60061
City State Zip

Signature of Person Authorized to Sign

Tara K. Barbieri
Printed Name

Director, of Program Sales
Title

For clarification of this offer, contact:

Name: Larissa Newman

Title: Proposal Specialist

Phone: 866.259.0569

Fax: 312.752.4078

E-mail: larinew@cdw.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130733.

Approved as to form this 31st day of May, 2013.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 30 day of May, 2013.

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

Negotiated Terms and Conditions

CDW-G hereby acknowledges that the terms and conditions contained within this document accurately reflect the terms and conditions that were negotiated and mutually agreed up by the City of Tucson and CDW-G. Further, CDW-G acknowledges that these terms and conditions will govern any contract that results from RFP #130733.

Concurrence: _____ 10 May 2013
CDW-G Date

Scope of Work

7. Except for certain products that are uniquely customized to City specifications, which shall be indicated at the time of Quote, all defective products shall be identified within thirty (30) days of receipt and will then be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

Uniquely customized products are typically indicated by the inclusion of the designation "CTO," "BTO" or "Customer's Name" in the product description of the item. When providing a quote for products that are uniquely customized to City specifications, Contractor shall include the following statement on the quote: "*This quote contains a custom item. This item may not be able to be returned, depending on manufacturer restrictions.*"

Special Terms and Conditions

1. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. FOB DESTINATION FREIGHT PREPAID: Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection. If the City provides the Supplier with the City's carrier account number or selects a carrier other than a carrier that regularly ships for the Supplier, title to products and risk of loss or damage during shipment pass from the Supplier to the City upon delivery to the carrier and the customer shall pay for the shipping charges (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and the City's rights therein are contained in the license agreement between such licensor(s) and the City.

3. PAYMENTS: All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

4. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR: In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

5. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

6. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

7. TERM AND RENEWAL: The term of the Contract shall commence upon award or August 18, 2013, whichever is later, and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Standard Terms and Conditions

1. ADVERTISING: Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. AFFIRMATIVE ACTION: Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. AMERICANS WITH DISABILITIES ACT: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. APPLICABLE LAW: This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. ASSIGNMENT-DELEGATION: No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.: By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. CHILD/SWEAT-FREE LABOR POLICY: The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. CLEAN UP: The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials that are the property of the Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in the same condition as before thw work began, excepting normal wear and tear.

9. COMMENCEMENT OF WORK: The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. CONTRACT AMENDMENTS: The Procurement Department has the sole authority to:

A. Amend the contract or enter into supplemental verbal or written agreements;
B. Grant time extensions or contract renewals;
C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. CONTRACT: The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. DUPLEXED/RECYCLED PAPER: In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. EXCLUSIVE POSSESSION: Except as otherwise set forth in a Statement of Work for Services: (i) upon payment in full, Contractor assigns to the City of Tucson Contractor's entire right (including copyright), title and interest in and to the Deliverables (meaning any materials specifically and uniquely created and prepared by Contractor pursuant to this Agreement and identified by the capitalized term, Deliverable, in the applicable Statement of Work); and (ii) the City of Tucson grants to Contractor an exclusive (except as to the City of Tucson), royalty-free, perpetual, irrevocable and, fully paid license to create, develop, use, and distribute works that are based upon or derived from the Deliverables, including works that are similar in function, structure, sequence, or organization, so long as such works do not contain the City of Tucson's Confidential Information. As between the City of Tucson and Contractor, Contractor will retain all right, title and interest in and to Pre-existing Work (meaning materials and work product, including all intellectual property rights therein, that existed prior to the creation of the Deliverable(s) and that were not, prior to Contractor's commencement of the Services, already owned by the City of Tucson). The City of Tucson's sole right to Pre-existing Work will be, upon payment in full, a non-transferable, non-exclusive, royalty-free, perpetual, irrevocable and fully paid license to use the Pre-existing Work only for the City of Tucson's internal use and only to the extent that it is incorporated into the Deliverables. The foregoing license does not authorize the City of Tucson's to use Pre-existing Work separately from the Deliverables. The City of Tucson's further acknowledges and agrees that its right to

use the Deliverables containing any third party intellectual property rights may be subject to the rights of third parties and limited by agreements with such third parties.

16. FEDERAL IMMIGRATION LAWS AND REGULATIONS: Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. GRATUITIES: The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and

the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Infringement Indemnity by Contractor

To the extent a Party becomes aware, such Party shall promptly and fully notify the other Party of any Claim by any third party asserting that the Use by City or an Authorized User of the Licensed Material infringes or is likely to infringe the Intellectual Property Rights of such third party. Contractor will defend, indemnify and hold harmless City, Authorized Users, and City's directors, officers, employees and agents (collectively, "City Indemnified Parties") from any and all Losses arising from any such Claim, provided that Contractor shall have no obligations to City or City Indemnified Parties under this Paragraph 20 or otherwise, and in such cases,

Additional Obligation of Contractor

Subject to the forgoing provisions, in the event that any infringement Claim is initiated against Contractor or a City Indemnified Party, or in CDW-G's sole opinion is likely to be initiated for the Contractor is liable in terms of this Paragraph 20, then Contractor shall have the option, at its expense, to either:

(a) modify or replace the infringing part of the Licensed Material so that such part is no longer infringing, provided that the functionality and performance of the Licensed Material continues to perform and operate at least in an equivalent manner and with equivalent functionality; or

(b) procure for City, Permitted Affiliates, Authorized Users the right to continue using the infringing Licensed Material.

In either case, Contractor shall act as promptly as possible and in a manner which will avoid unreasonable disruption to City's operations. If neither of options (a) and (b) under Section 9.2 is reasonably possible or effective, Contractor shall accept the return of the Licensed Material and terminate all rights and licenses granted to City under this Agreement and refund to City an amount equal to the unamortized balance of the License Fee paid by City under this Agreement, calculated on a straight line basis over a period of five years commencing on the Effective Date of this Agreement. The provisions of this Paragraph 20 state Contractor's entire liability and City's sole remedies with respect to infringement.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection; and acceptance by the City, except as noted in Defective Product, paragraph 7. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. Any material or service shall be considered accepted by the City unless the City notifies the Contractor in writing within thirty (30) business days of delivery of the applicable material or service. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
The Contractor's payment terms shall apply to all purchases and to all payment methods.

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City and the Contractor will determine a cost and the Contractor shall be liable for the cost thereof, which may be either reimbursed by the Contractor or deducted from the Contract price, at the option of the Contractor.

31. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor. Said audit shall be limited to verifying Contractor's compliance with this Contract. In the event the audit is performed by an independent third party, the party must execute Contractor's Standard Non-Disclosure Agreement. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

33. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

The Contractor shall have thirty (30) days from receipt of notice from the City to cure any default.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

CITY OF TUCSON

Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services
RFP# 103733
February 19th, 2013



CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

ORIGINAL

CDW·G PEOPLE WHO GET IT

One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Phone: 847.465.6000
Fax: 847.419.6200
Toll-free: 800.808.4239

CDWG.com/PeopleWhoGetIT

February 14, 2013
City of Tucson Department of Procurement
Attn: Nathan Daou
255 W. Alameda 6th FLR
Tucson, AZ 85701

RE: CDW•G's response to Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services

Dear Mr. Daou,

The City of Tucson (the City) and CDW Government (CDW•G) have a solid business relationship that spans more than 18 years. During this time, we have strengthened this relationship through our partnership with National IPA, making your contract one that holds nationwide recognition. The City's initial projection for the contract's sales was a mere $25 million, annually. The contract currently generates sales nearly four times this forecast, totaling close to $100 million in 2012. We feel a large part of this success is our mutual understanding of the level of commitment it takes to make a contract successful. We continue to meet the City's minimum qualifications in the following ways.

Full Range of IT Solution Products and Services. The City's contract is unique in its offering to member agencies in that our expansive portfolio provides a depth of product and services not often matched by a single manufacturer, resellers, or local vendors. We hold a long list of specializations, certifications, and awards from many of the 1,000 different manufacturers we work with. We also leverage our OEM relationships to gain pricing advantages for our customers, such as the ***CDW•G-exclusive HP offering*** included in our proposed pricing. We pair our complex product offering with a service portfolio that is just as impressive, with over 1,600 of our own engineers dedicated to performing services.

Strong National Presence. CDW•G serves our customers with 43 locations throughout the US and Canada, 33 of these locations added since the contract's inception in 2008. We have nationwide recognition, with over 250,000 customers in all areas of the public and private sector. Additionally, in 2012 CDW ranked no. 31 on *Forbes'* list of America's Largest Private Companies.

Nationwide Distribution Capabilities. Agencies using the City's contract receive their products in an average 3-5 days from our two strategically located distribution centers. We ship most of credit approved in-stock orders same day, with a 99.7% shipment accuracy.

Demonstrated Sales Presence. We have over 840 Account Managers dedicated to our CDW•G customers alone, with 65 Field Account Executives across the country providing personal, onsite support.

State of the Art Ordering and Billing Capabilities. Users of the City's contract place their orders in the way that best fits their needs. In addition to telephone, email, chat, and fax, purchasers can utilize their user-friendly, customized websites. Each site provides a plethora of tools, with their own CDW•G Extranet page giving them the ability to create custom reports, manage assets, and retrieve invoices, among many other functionalities.

We shall continue to surpass the City's expectations into the second term of our agreement, and look forward to continuing the successful trend of the contract. If you have any questions, please contact Proposal Specialist Larissa Newman at 866.259.0569 or larinew@cdw.com.

Sincerely,

Tara K Barbieri

Tara K. Barbieri
Director, Program Sales

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Tab One



Offer and Acceptance Form

CDW·G PEOPLE WHO GET IT

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

CDW Government LLC
Company Name

230 N Milwaukee Ave
Address

Vernon Hills IL 60061
City State Zip

Signature of Person Authorized to Sign

Tara K. Barbieri
Printed Name

Director, of Program Sales
Title

For clarification of this offer, contact:

Name: Larissa Newman

Title: Proposal Specialist

Phone: 866.259.0569

Fax: 312.752.4078

E-mail: larinew@cdw.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

Approved as to form this _____ day of _____ , 2013.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this _____ day of _____ , 2013.

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

Tab Two



Amendment

CDW·G PEOPLE WHO GET IT

Amendment

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 130733

INFORMATION TECHNOLOGY SOLUTIONS including DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

AMENDMENT NO. 1 (ONE)

The referenced document has been modified as per the attached Amendment No. **1 (ONE).**

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to **NATHAN DAOU.**

ND/swb

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: FEBRUARY 6, 2013

REQUEST FOR PROPOSAL NO. 130733
RFP AMENDMENT NO. 1 (ONE)

RFP DUE DATE: FEBRUARY 19, 2013
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

INFORMATION TECHNOLOGY SOLUTIONS including DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. The Proposal Due Date is hereby changed to February 19, 2013 at 4:00 PM Local Arizona Time.

2. Representatives from the following firms were in attendance at the Pre-Proposal Conference on January 29, 2012:

   Copper State Communications
   Leeshanok Network Solutions
   CDW Government
   Office Depot/Tech Depot
   Dell
   World Wide Technology, Inc.

3. Requests have been made to have the RFP document in Microsoft Word format, as opposed to Adobe PDF format. Therefore, the RFP document in Microsoft Word format is hereby attached to this amendment.

4. The first sentence of the second paragraph of Paragraph 5 (Pricing) of the Scope of Work section is hereby replaced with the following sentence:

   "Price discounts will be evaluated by applying the Vendor's discount to the prices listed on the verifiable price index."

5. Attachment A, the Revised Sample Items List is hereby replaced with the attached REVISED Attachment A. Offerors should fill out the REVISED Attachment A instead of the original Attachment A.

6. **CLARIFICATIONS:** The following questions have been received by the City. The questions, along with the City's responses are provided below:

Q:	Is it acceptable to add lines to the price page under Group 11 (Services) to list hourly rates?
A:	Yes.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: FEBRUARY 6, 2013

REQUEST FOR PROPOSAL NO. 130733
RFP AMENDMENT NO. 1 (ONE)

RFP DUE DATE: FEBRUARY 19, 2013
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Q: National IPA Exhibit A ("National IPA Response for National Cooperative Contract"), which is part of Attachment B to the RFP, states in Paragraph 3.3.B.iv that Supplier must provide a commitment to attend and participate with National IPA at national and supplier-specific trade shows, conferences and meetings. Do we have to participate in all meetings? If so, what are the event dates, details?

A: National IPA and the awarded supplier(s) will work together to develop a marketing and communication strategy that is mutually agreed upon by both parties. The strategy will include identification of trade shows, conferences, meetings that will be beneficial to promotion of the awarded agreement. It is the expectation of National IPA that the awarded supplier(s) trade show strategy plan will include attendance and exhibition at the NIGP Annual Forum and NPI Annual Conference throughout the term of the agreement. Regional conferences and industry-specific events will be discussed and agreed upon during marketing strategy planning after the award is made.

Q: National IPA Exhibit A ("National IPA Response for National Cooperative Contract"), which is part of Attachment B to the RFP, states in Paragraph 3.3.B.vi that the Supplier must provide a plan for the design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Please elaborate on what will minimally be expected of the Supplier in regards to this item.

A: National IPA and the awarded supplier(s) will work together to develop a marketing and communication strategy that is mutually agreed upon by both parties. The strategy will include identification of advertising opportunities that will be beneficial to promotion of the awarded agreement. It is the expectation of National IPA that the awarded supplier(s) will include advertising as part of the overall marketing strategy in order to promote the awarded agreement.

Q: National IPA Exhibit A ("National IPA Response for National Cooperative Contract"), which is part of Attachment B to the RFP, states in Paragraph 3.3.K that the Supplier must state the amount of your company's Public Agency sales for the previous fiscal year, and that the Supplier must provide a list of your top 10 Public Agency customers. For this, is National IPA looking for any government client? What if a supplier does not have a way to segment our combined sales by vertical type?

A: If a supplier does not have a way to segment their combined sales by vertical type, then the supplier should provide a total sales amount for all public agencies combined. National IPA is trying to understand the supplier's current sales in the public agency sector.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: FEBRUARY 6, 2013

REQUEST FOR PROPOSAL NO. 130733
RFP AMENDMENT NO. 1 (ONE)

RFP DUE DATE: FEBRUARY 19, 2013
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

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ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSALSHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Tara K Barbieri 02/13/2013
Signature Date

Tara K. Barbieri/Director, Program Sales
Typed Name and Title

CDW Government LLC
Company Name

230 N Milwaukee Ave
Address

Vernon Hills IL 60061
City State Zip

revised 2/99

Tab Three



Copy of RFP Document

CDW·G PEOPLE WHO GET IT

Copy of RFP Document

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**130733**
PROPOSAL DUE DATE:	**FEBRUARY 12, 2013 AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**DEPARTMENT OF PROCUREMENT** **255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701**
MATERIAL OR SERVICE:	**INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**JANUARY 29, 2013**
TIME:	**11:00 A.M., LOCAL AZ TIME**
LOCATION:	**CITY HALL, ATTORNEY'S CONFERENCE ROOM** **255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701**
CONTRACT OFFICER:	**NATHAN DAOU**
TELEPHONE NUMBER:	**(520) 837-4136** **nathan.daou@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at http://www.tucsonstreetcar.com/ or call 520-624-5656.

ND/swb

PUBLISH DATE: JANUARY 22, 2013

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**130733**
PROPOSAL DUE DATE:	**FEBRUARY 12, 2013 AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**DEPARTMENT OF PROCUREMENT** **255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701**
MATERIAL OR SERVICE:	**INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**JANUARY 29, 2013**
TIME:	**11:00 A.M., LOCAL AZ TIME**
LOCATION:	**CITY HALL, ATTORNEY'S CONFERENCE ROOM** **255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701**
CONTRACT OFFICER:	**NATHAN DAOU**
TELEPHONE NUMBER:	**(520) 837-4136** **nathan.daou@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

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ND/swb

PUBLISH DATE: JANUARY 22, 2013

INTRODUCTION

The City of Tucson (the "City") is requesting proposals from firms qualified to provide **Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services**, to be delivered F.O.B. destination to various locations though out the City of Tucson**.**

Requirements and qualifications are defined in detail in the Scope of Work and Technical Requirements Section of this Request for Proposal (RFP).

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment B, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment I contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment B). The City, reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately $750,000 over the full potential Master Agreement term for Informational Technology Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Informational Technology Solutions purchased under the Master Agreement through National IPA is approximately $100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

SCOPE OF WORK

1. QUALIFIED VENDORS: Offerors should meet the minimum qualifications:

a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
b) Have a strong national presence as a computer solutions provider.
c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
d) Have a demonstrated sales presence.
e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.

Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. ORDERING: Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

a. Online
b. Telephone
c. Fax
d. Email

3. DELIVERY REQUIREMENT: Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.

4. SCOPE OF PRODUCTS: The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier vendors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
c. High End Workstation: These will be used by application developers using GIS, CASE or other high level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
d. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Vendors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc..

   Note: All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Vendor must install them.

i. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

5. PRICING: Vendors shall provide a price in the format of a percentage discount off a verifiable price index. Vendors may submit discounts for various manufacturers. Discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. However, pricing may fluctuate as the price for the product changes with the verifiable pricing standard. Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 60 days of EOL (end of life) on all models.

Award will be determined by applying the Vendor's discount to the prices listed on the verifiable price index. The City has provided various sample items on the Sample Item List (See Attachment A) for pricing evaluation purposes. Vendors are required to fill out the Sample Items List.

It is the Vendor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

6. AWARD: It is the City's intention that a single or limited number of awards will be made under this solicitation.

7. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 5 copies (6 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit two electronic copies of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. CERTIFICATION: By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **CONTRACT NEGOTIATIONS**: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price

C. Qualifications and Experience

D. Technology

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Provide a response to the national program.
    a. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
    b. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Describe how your firm proposes to distribute the products/services nationwide.
5. Identify all other companies that will be involved in processing, handling or shipping the products/service to the Participating Agencies. Include any subsidiaries that may include product or service under the Contract.
6. Provide the number, size and location of your firm's distribution facilities, warehouses and retail network as applicable.
7. State any return and restocking policy, and any fees, if applicable associated with returns.
8. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
9. Describe your delivery commitment:
    a. What is your fill rate guarantee?
    b. What are your delivery days?
    c. Do you offer next day delivery?
    d. How do you facilitate emergency orders?
    e. Are shipping charges exempt for ALL who use this contract?
    f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
10. Describe the types of customer service available to agencies that use this contract:

a. Is online support available?
b. Is phone support available?
c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
d. How are problems resolved?
e. What are the location and hours of your call centers?
f. What response time is guaranteed when a customer service request is made?
g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

11. Describe the warranty period of products. Submit information on your warranty program.

12. Describe how your firm will notify customers of new products.

13. Describe how your firm notifies customers of discontinued products?

14. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

15. Describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.

16.Describe what other services you offer that would be applicable to this contract (e.g., leasing/financing, services, maintenance, implementation, design, analysis, training, repair, etc.)

B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No
5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
4. Provide your firm's annual sales for 2009, 2010, and 2011.
5. Please submit your FEIN and Dunn & Bradstreet report.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitations. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
7. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
8. Provide information regarding if your organization ever failed to complete any work awarded.
9. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

D. Technology

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
   a. to search for products
   b. to find alternate products (if a certain product is not available)
   c. to perform side-by-side price comparison of products
   d. to order products
   e. to order products in advance (i.e., how far in advance of required delivery date can an order be placed?)
   f. to track order status, to include backordered items
   g. to determine when an item was received and who received it
   h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
   i. to create approval paths/levels for orders, to include creating an approval path for restricted items
   j. to create a "favorites" list or other personalized list of frequently ordered items
   k. to create a "shared" list for an agency to use
   l. to obtain online customer service
   m. to receive online training
   n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
   o. to track their budget for purchases
   p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. Does your website offer order size incentives? For example, if an order reaches a certain amount, is there a discount that is offered and, if so, how is that conveyed to the customer?
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

4. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

5. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

6. **PRICE ADJUSTMENT**: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award or August 18, 2013, whichever is later, and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

For each item listed on the Price Pages, Offerors are encouraged to offer a discount off of a verifiable price list by all manufacturers that they choose to propose. For example, Group 2, Item 4 is Keyboards. An offeror may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offerors should provide a separate discount for each manufacturer that they propose. Offerors should add additional rows to the price page in order to accommodate additional manufacturers' discounts.

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 1 Systems		
1.	Desktops	_____%
2.	Notebooks	_____%
3.	Tablets	_____%
4.	Servers (1 Processor, 2, Processor, 4+Procesor, Blade, Tower, Unix, Handhelds, etc.)	_____%
Group 2 Input Devices		
5.	Keyboards	_____%
6.	Mice	_____%
7.	Imaging Scanners	_____%
8.	POS Scanners	_____%
9.	Pointing Devices	_____%
10.	Bar Code Readers	_____%
11.	Audio Input	_____%
12.	Input Adapters	_____%
13.	PC and Network Cameras	_____%
14.	Input Cables	_____%
15.	Input Accessories	_____%
Group 3 Output Devices		
16.	Displays	_____%
17.	Printers	_____%
18.	Inkjet Printers	_____%
19.	Inkjet Photo Printers	_____%
20.	Laser Printers	_____%
21.	Label Printers	_____%
22.	Dot Matrix Printers	_____%
23.	Multi-Function Printers	_____%
24.	Wide Format Printers	_____%
25.	Multi-Function Inkjet Printers	_____%
26.	Wide Format Printers	_____%
27.	Fax Machine Printers	_____%
28.	Printer Accessories	_____%
29.	Projectors	_____%
30.	Projector Accessories	_____%
31.	Audio Input	_____%
32.	Video Cards	_____%
33.	Sound Cards	_____%
34.	Output Accessories	_____%
35.	Printer Consumables	_____%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 4 Memory		
36.	Desktop	_____%
37.	Flash	_____%
38.	Networking	_____%
39.	Notebook	_____%
40.	Printer/Fax	_____%
41.	Server	_____%
Group 5 Storage Devices		
42.	Adapters Fibre Channel	_____%
43.	Adapters FireWire/USB	_____%
44.	Adapters IDE/ATA/SATA	_____%
45.	Adapters RAID	_____%
46.	Adapters SCSI	_____%
47.	Bridges & Routers	_____%
48.	Disk Arrays	_____%
49.	Disk Arrays JBOD	_____%
50.	Drives Magneto-Optical	_____%
51.	Drives Removable Disk	_____%
52.	Fiber Channel Switches	_____%
53.	Hard Disks External	_____%
54.	Hard Disks Fibre Channel	_____%
55.	Hard Disks IDE/ATA/S	_____%
56.	Hard Disks Notebook	_____%
57.	Hard Disks SCSI	_____%
58.	Networking Accessories	_____%
59.	Optical Drives CD-RO	_____%
60.	Optical Drives CD-RW	_____%
61.	Optical Drives DVD/C	_____%
62.	Optical Drives DVD-R	_____%
63.	Storage Accessories	_____%
64.	Storage NAS	_____%
65.	Storage SAN	_____%
66.	Tape Autoloaders AIT	_____%
67.	Tape Autoloaders DAT	_____%
68.	Tape Autoloaders DLT	_____%
69.	Tape Autoloaders LTO	_____%
70.	Tape Drives 4mm	_____%
71.	Tape Drives 8mm/VXA	_____%
72.	Tape Drives AIT	_____%
73.	Tape Drives DAT	_____%
74.	Tape Drives DLT	_____%
75.	Tape Drives LTO/Ultrium	_____%
76.	Tape Drives SDLT	_____%
77.	Tape Drives Travan	_____%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 6 Network Equipment		
78.	10/100 Hubs & Switch	_____%
79.	Bridges and Routers	_____%
80.	Gigabit Hubs & Switches	_____%
81.	Concentrators and Multiplexers	_____%
82.	Hardware Firewalls	_____%
83.	Intrusion Detection	_____%
84.	KVM	_____%
85.	Modems	_____%
86.	Network Test Equipment	_____%
87.	Network Adapters	_____%
88.	Network Cables	_____%
89.	Network Accessories	_____%
90.	Repeaters and Transceivers	_____%
91.	Wireless LAN Accessories	_____%
92.	Token Authentication	_____%
93.	10G Fiber Optic Transceivers	_____%
94.	1G Fiber Optic Transceivers	_____%
Group 7 Software		_____%
95.	Licensing Packages (i.e., Microsoft Open Value, Microsoft EES)	_____%
96.	Licensing Backup	_____%
97.	Licensing Barcode/OC	_____%
98.	Licensing Business Application	_____%
99.	Licensing CAD/CAM	_____%
100.	Licensing Cloning	_____%
101.	Licensing Computer Services	_____%
102.	Licensing Database	_____%
103.	Licensing Development	_____%
104.	Licensing Entertainment	_____%
105.	Licensing Financial	_____%
106.	Licensing Flow Chart	_____%
107.	Licensing Graphic Design	_____%
108.	Licensing Handheld	_____%
109.	Licensing Network OS	_____%
110.	Licensing OS	_____%
111.	Licensing Personal Organization	_____%
112.	Licensing Presentation	_____%
113.	Licensing Reference	_____%
114.	Licensing Report Analysis	_____%
115.	Licensing Spreadsheet	_____%
116.	Licensing Utilities	_____%
117.	Licensing Warranties	_____%
118.	Licensing Web Development	_____%
119.	Licensing Word Processing	_____%
120.	Software Backup	_____%
121.	Software Barcode/OCR	_____%
122.	Software Business Application	_____%
123.	Software CAD/CAM	_____%
124.	Software Cloning	_____%
125.	Software Computer Services	_____%
126.	Software Database	_____%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 7 Software Continued		
127.	Software Development	_____%
128.	Software Entertainment	_____%
129.	Software Financial	_____%
130.	Software Flow Chart	_____%
131.	Software Graphic Design	_____%
132.	Software Handheld	_____%
133.	Software OS	_____%
134.	Software Personal Organization	_____%
135.	Software Presentation	_____%
136.	Software Reference	_____%
137.	Software Report Analysis	_____%
138.	Software Spreadsheet	_____%
139.	Software Utilities	_____%
140.	Software Warranties	_____%
141.	Software Web Development	_____%
142.	Software Word Processing	_____%
Group 8 Media Supplies		_____%
143.	Media 4mm Tape	_____%
144.	Media AIT Tape	_____%
145.	Media DAT Tape	_____%
146.	Media DLT Tape	_____%
147.	Media LTO/Ultrium Tape Drive	_____%
148.	Media Magneto-Optical	_____%
149.	Media Optical	_____%
150.	Media SLR Tape	_____%
151.	Media Travan Tape	_____%
152.	Media VXA Tape	_____%
153.	Media Zip	_____%
Group 9 Collaboration and IP Telephony		
154.	IP Phones	_____%
155.	Video Conferencing products	_____%
156.	Voice Gateways/Servers	_____%
157.	Headsets	_____%
158.	Audio conferencing products	_____%
159.	Analog phones	_____%
160.	accessories	_____%
Group 10 Other		
161.	Advanced Integration	_____%
162.	Asset Disposal	_____%
163.	Asset Management	_____%
164.	Cables	_____%
165.	Cables Custom	_____%
166.	Cables Printer	_____%
167.	Complex Warranties	_____%
168.	Desktop Accessories	_____%
169.	Display Accessories	_____%
170.	Electronic Services	_____%
171.	Handheld Accessories	_____%
172.	Imaging Accessories	_____%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX

Group 10 Other continued

173.	Imaging Camcorders	_____%
174.	Imaging Digital Cameras	_____%
175.	Internal Lab Service	_____%
176.	Lab Fees	_____%
177.	Managed Services	_____%
178.	Miscellaneous Solutions	_____%
179.	Mounting hardware for vehicles	
180.	Networking Warranties	_____%
181.	Notebook Accessories	_____%
182.	Notebook Batteries	_____%
183.	PC Lab Order Services	_____%
184.	POS Accessories	_____%
185.	POS Displays	_____%
186.	Power Accessories	_____%
187.	Power Surge Protection	_____%
188.	Power UPS	_____%
189.	Server Accessories	_____%
190.	Service charge	_____%
191.	System Components	_____%
192.	Training Courses	_____%
193.	Training Reference Manuals	_____%
194.	Warranties Electronic	_____%

Group 11 Services – Offerors may offer a discount off list price or an hourly rate. Pricing may vary by manufacturer and by region of the country. Offerors should indicate any manufacturer and regional variances.

195.	Design and Analysis	_____%
196.	Configuration	_____%
197.	Implementation	_____%
198.	Installation	_____%
199.	Training	_____%
200.	Maintenance and Support	_____%
201.	Additional Services Offered (On a separate page list the additional services offered and their applicable discount)	_____%

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

Name:_____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____ , 2013.

Awarded this _____ day of _____ , 2013.

_____
As Tucson City Attorney and not personally

_____
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

ATTACHMENTS

ATTACHMENT A – Sample Items List
ATTACHMENT B – National IPA Exhibits

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ATTACHMENT A: SAMPLE ITEMS LIST

NOTE: **For each item listed below, offeror should fill in the yellow cells only.** In the "Unit Price Before Discount" column, offeror should enter the unit price for the specified item before their discount is applied. In the "Discount" column, offeror should enter the discount that they are proposing to offer for the specified item. The discount entered in the "Discount" column should match the discount that offeror identified on the Price Page. The "Unit Price After Discount" column will autopopulate based on the entries in the two preceding columns.

Note: For the sole purpose of helping to identify the sample items below, the CDW-G Part # is also being provided for each item.

Item #	Description	Brand	Manufacturer's Part Number	CDW-G Part Number	UNIT PRICE BEFORE DISCOUNT	DISCOUNT	UNIT PRICE AFTER DISCOUNT
1	PLUG-IN DOCK AND LOCK 30 DRAWER CAB	PLUG-IN STORAGE SYSTEMS	4852-L-30	935042	$ -	0.0000%	$ -
2	GARMIN GPS 18X USB SENSOR	GARMIN	010-00321-31	1441195	$ -	0.0000%	$ -
3	KEN UNIV DOCK STAT SD400V VID/ENET	KENSINGTON	K33926US	1822378	$ -	0.0000%	$ -
4	RSA BASE SW LIC BTW 155-250	RSA SECURITY	APP0000250B	1016651	$ -	0.0000%	$ -
5	GARMIN FLANGE MOUNT	GARMIN	010-10453-00	914063	$ -	0.0000%	$ -
6	HP SB LA2205WG 22" WIDE DVI DP HA	HEWLETT-PACKARD	NM274A8#ABA	1906059	$ -	0.0000%	$ -
7	CRUCIAL 1GB 184PIN DDR PC3200	CRUCIAL TECHNOLOGY	CT12864Z40B	635238	$ -	0.0000%	$ -
8	FUJITSU FI-6770A FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B035	1533003	$ -	0.0000%	$ -
9	HP OFFICEJET 100 MOB PRINTER-L411A	HEWLETT-PACKARD	CN551A#B1H	2374450	$ -	0.0000%	$ -
10	FUJITSU FI-6770 FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B105	1532992	$ -	0.0000%	$ -
11	BELKIN USB A/A EXT CAB M/F IMAC 10'	BELKIN	F3U134-10-CBL	141310	$ -	0.0000%	$ -
12	CRUCIAL 1GB DDR2 PC2-6400	CRUCIAL TECHNOLOGY	CT12864AA80	1269183	$ -	0.0000%	$ -

13	CRUCIAL 1GB 200PIN SODIMM PC2700	CRUCIAL TECHNOLOGY	CT12864X335	657427	$ -	0.0000%	$ -
14	RSA SID700 60SEC 3YR 100 PACK	RSA SECURITY	SID700-6-60-36-100	1033112	$ -	0.0000%	$ -
15	HP LJ M3035XS	HEWLETT-PACKARD	CC477A#BCC	1342057	$ -	0.0000%	$ -
16	HP SB 6300 I3-2120 500GB 4GB W7P	HEWLETT-PACKARD	B5N08UT#ABA	2745728	$ -	0.0000%	$ -
17	NEC 2190UXP 21.3" DVI HA	NEC	LCD2190UXP-BK	993067	$ -	0.0000%	$ -
18	APC SMRTUPS 1500VA USB/SER RM 2U	APC	SUA1500RM2U	468489	$ -	0.0000%	$ -
19	ERGOTRON DUAL LCD STAND VERT <24"	ERGOTRON	33-091-200	210326	$ -	0.0000%	$ -
20	APC UPS NETWORK MANAGEMENT CARD 2	APC	AP9631	1745320	$ -	0.0000%	$ -
21	CRUCIAL 1GB DDR2 PC5300 240PIN DIMM	CRUCIAL TECHNOLOGY	CT12864AA667	727405	$ -	0.0000%	$ -
22	TRIPP ISOBAR SURGE 4 OUTLET 6FT CORD	TRIPP LITE	ISOBAR4ULTRA	024586	$ -	0.0000%	$ -
23	APC SMART UPS 2200VA RM/TWR	APC	SUA2200XL-NETPKG	1594908	$ -	0.0000%	$ -
24	TRENDNET 10/100TX-100FX FIB CONVERT	TRENDWARE INTERNATIONAL	TFC-110S15I	1563443	$ -	0.0000%	$ -
25	IBM LTO4 ULTRIUM 4 BAR CODE LABELED	IBM	95P4437	1319661	$ -	0.0000%	$ -
26	STARTECH 6IN USB EXTENSION CABLE	STARTECH COM	USBEXTAA6IN	1057465	$ -	0.0000%	$ -
27	RSA SID700 60SEC 3YR 50 PACK	RSA SECURITY	SID700-6-60-36-50	1035736	$ -	0.0000%	$ -
28	LANTRONIX EDS8PR 8PT TRMNL SRVR	LANTRONIX	EDS00812N-01	1183723	$ -	0.0000%	$ -
29	APC SMART UPS 1500VA 120V 8 OUT TWR	APC	SUA1500	323633	$ -	0.0000%	$ -
	GRAND TOTAL						**$ -**

ATTACHMENT B



Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Informational Technology Solutions. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)
B. Website support
C. Trade shows/conferences/meetings
D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 1.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
    ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications within first 10 days
   ii. Announcement, contract details and contact information published on the company website within first 30 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
   viii. Dedicated National IPA internet web-based homepage with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate

iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
   ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

EXAMPLE

days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of

EXAMPLE

the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit E. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

EXAMPLE

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

EXAMPLE

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month ($)	Admin Fee %	Admin Fee $

Report Totals _____ _____

Cumulative Contract Sales _____

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and http://www.usa.gov/Agencies/Local.shtml

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR

CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:
ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA

SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST. NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTNOMAH EDUCATION SERVICE DISTRICT

MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE

LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY

State Agencies
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT. OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT. OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY

Tab Four



A. Method of Approach

Response to National IPA Cooperative Contract

CDW·G® PEOPLE WHO GET IT

A. Method of Approach

Response to National IPA Cooperative Contract

1. Provide a response to the national program.

A. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are further segmented by agency type, education (K12/High Ed) or government, which allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more than 100,000 name-brand technology products from over 1,000 leading IT manufacturers. Our two state – of – the – art distribution centers are capable of handling 141,000 shipments daily, out of a combined area of almost one square mile. We utilize a just-in-time inventory system to ensure we have the products in stock and ready to ship, and send them out to our customers with a 99.7% shipping accuracy.

We launched our e-commerce website in 1995, as an additional avenue to service our customers. In May 2012, CDW•G was ranked No. 10 on the list of America's largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide for the third consecutive year.

Though our selection of product is very wide, CDW•G delivers more than just product; we also deliver IT solutions. We offer a full spectrum of technology services including cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

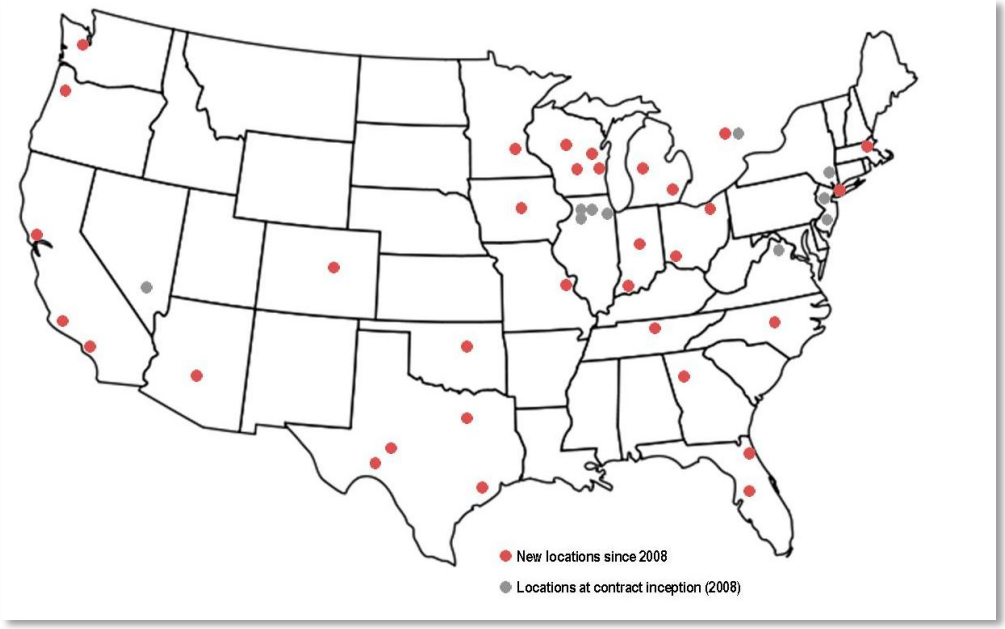
Our intricate offering coupled with our customer-centric business model, is the reason for our success. A testament to this success is our continued upward sales trend, combined sales of products and services to both public agencies and commercial business totaled over ten billion dollars in 2012.

B. Total number and location of sales persons employed by your company.

CDW•G currently employs more than 1,360 coworkers, part of our larger organization of 6,900 employees nationwide and in Canada, with 43 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

C. Number and location of support centers (if applicable)

When CDW•G was awarded the City's contract in 2008 we had offices in five states and Canada. Since this time, we have drastically expanded our location portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



Impressive Growth. CDW•G locations span across 25 different states, nationwide

D. Annual sales for the three previous fiscal years.

Below you can see evidence of CDW Corporation's sales growth, and our growth on the contract as well. You will note that since the recession of 2009, CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. Also notable, the growth rates of National IPA exceeding the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

Explosive Sales Growth						
Year	Annual Revenues			YOY Growth		
	National IPA ($ Millions)	CDW•G ($ Billions)	CDW ($ Billions)	National IPA	CDW•G	CDW
2009	21.7	3	7.2	443%	3.5%	-11.1%
2010	44.1	3.6	8.8	103%	20.0%	22.2%
2011	83.3	3.8	9.6	89%	5.6%	9.1%
2012	99.4	4.0	10.1	19%	7.1%	5.5%

E. Submit your FEIN and Dunn & Bradstreet report.

CDW•G FEIN: 36-4230110
Dun & Bradstreet numbers:

CDW Corporation 107627952
CDW Government, Inc. 026157235

We include our reports in a separate, confidential file.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

We have access to more than 100,000 brand-name products from over 1,000 leading manufacturers. We carry over $200 million in inventory, and ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just ***3-5 days,*** far surpassing our competitor's capabilities.



Unmatchable Ship Times. Customers receive orders in just 3-5 days with CDW•G.

In order to provide contract members with new technology as it becomes available, it is important for CDW•G to keep a large breadth of products and fresh inventory on hand. We constantly monitor trends within the IT industry to ensure that we are offering our customers the latest technology and "best of breed" solutions. Using a just-in-time inventory management system, our purchasing department excels at keeping a one- to four-week supply of products in our distribution centers (depending on current sales volume trends for each product). Overall, our inventory turns an impressive 24-26 times per year.

The distribution centers' automated system scans bar-code labels on each product, pick list, and shipping label, resulting in increased delivery speed and accuracy. Some of our smaller items require coworker assembly; "Ready Ship" products (items that ship in their original carton) move through the system even faster. Once the order shipment is ready for loading, a final scan determines the correct truck (for instance, FedEx overnight) and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds.

In fact, nearly every step of CDW•G's distribution process is automated and ISO 9001:2000 quality certified. Combined with experienced administration in our Program Management, warehouse, and financial departments, these systems are essential in providing the efficient service needed to keep pace with the volume we experience, as we ship up to 54,000 boxes daily. Contract members benefit from these automations through lower prices and faster service.

CDW•G's strategic relationships with industry leading original equipment manufacturer (OEM) technology partners, such as HP, Cisco, Lenovo, and Apple, means not just product discounts, but greater access to products and a more efficient procurement processes.

CDW•G's status as the largest partner of many of our manufactures influences our OEM partners, resulting in direct benefits to our customers. We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution centers' large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. As one of the largest direct marketing resellers in the U.S., CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truckload (TL) and less than truckload (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.



Large Inventory Capabilities. Two warehouses shipping 135,000 units daily

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves

as backup for the other. They receive inventory valued at about $21.0 million per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

D. State any return and restocking policy and fees, if applicable, associated with returns.

CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 10, Appendix of this response. Customers may also obtain additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, returns@cdw.com.

3.3 Marketing and Sales

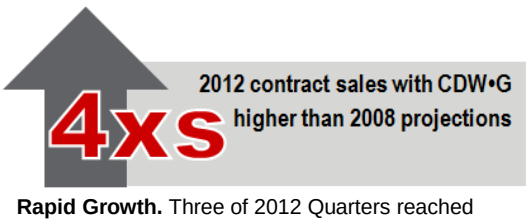
A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

I. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

David Hutchins, CDW•G's VP of State Sales, is an executive sponsor of the City's contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide contract users even deeper discounts than the established contractual rates. ***This includes the HP discount, negotiated by CDW•G for the benefit of National IPA members utilizing the City's contract,*** as detailed further in our price offering.

Tara Barbieri, CDW•G's Director of Contracts, is also an executive sponsor for the contract. She has endorsed and sponsored this contract since the inception in 2008, and shall continue this role upon award. In her position, she is dedicated exclusively to our company's contractual sales, and leads with the knowledge and experience in cooperative purchasing contracts.

CDW•G already holds a myriad of public agreements, some with mandatory use requirements within individual states. We cannot agree to market the City's contract as our *primary public sector go-to-market strategy*; however, we have included an appropriate marketing plan and pledge to continue focusing on the contract's success and awareness. We believe this pledge should not be viewed lightly, as with our support, this contract's spend has surpassed the City's initial $25 Million yearly projection ***four fold*** under CDW•G's management. In fact, this rate even exceeds our own growth as a company.



Rapid Growth. Three of 2012 Quarters reached higher sales than the *yearly* projections set in 2008

CDW•G takes our commitments very seriously, we do not mince words with our partners, and Tucson is our partner in delivering on the accompanying National IPA Agreement. We anticipate some respondents may gloss over this section's requirement, giving the impression they will dedicate themselves solely to the success of this contract when in fact they too hold a number of contracts, including contracts with similar requirements such as this. A simple internet search returns the following contracts for responding vendors.

Dell	Insight	Tech Depot	WWT	GovConnection
National Cooperative Purchasing Alliance (NCPA)	US Communities	US Communities	Michigan Master Computing Contract (MMCC)	Educational & Institutional Cooperative Purchasing (E&I)
Western States Contracting Alliance (WSCA)	Texas DIR DBITS	The Cooperative Purchasing Network (TCPN)	State of MO PC Prime Vendor Contract	The Cooperative Purchasing Network (TCPN)
Midwestern Higher Ed Compact (MHEC)	CA CMAS	NY State Consortium of Independent Schools (NYSAIS)	SEWP	National Cooperative Purchasing Alliance (NCPA)
Public Sourcing Solutions (PSS)	Wisconsin Intel Computer Hardware Contract	MiCTA	ITES-2H	TIPS/TAPS
Tri-County Communications Cooperative (TCC)	State of MO WSCA Software	Resource Training & Solutions Cooperative	SPAWAR (2)	Public Sourcing Solutions (PSS)

We will not belabor the point throughout our response as this theme of "primary" offering is repeated in several questions, we will simply detail our response with precisely the commitment that CDW•G makes to the City and by extension, National IPA for each question. You can be confident we will deliver on those promises.

II. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

CDW•G will exceed this requirement. Our Public Sector Account Managers are actively marketing the contract to their customers (presently tracking over $74.38 million in potential opportunities under the National IPA pipeline) and are very familiar with the nuances of the contract. This is an enormous benefit to the City, National IPA, and the immediate momentum of the new contract.

With CDW•G, there is no need to start from scratch, familiarizing a completely new management team and educating a new group of Account Managers to a foreign contract. Even after training is complete, other vendors are likely to experience a period of growing pains as they acclimate their sales staff to the offering. This ramp-up time will undoubtedly have a negative effect on contract sales. As National IPA and the City are aware, this is often the case with new contracts. The current contract saw success atypical of most, quickly achieving 4 million dollars in purchases within the first

four months from inception. We believe this success was due in large part to CDW•G's experience in managing contracts, and the City's commitment to sound procurement practices. The contract is now supporting close to ***five times*** its 2009 purchases (the first full year of the contract). While we would not expect sales to dip to the original 2009 numbers with a new vendor, we believe CDW•G is uniquely positioned to deliver growth over $99 million in 2013.

With CDW•G, all aspects of transitioning to the new contract will be seamless. The City and National IPA does not have to worry about member confusion or orders lost during training and setup time. Instead, business continues as usual and training time is used as a refresher, providing contract updates and focusing on strategies to increase business.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

I. Creation and distribution of a co-branded press release to trade publications within first 10 days

CDW•G's Marketing contact will work with National IPA to create and distribute this announcement at the transition of the new award.

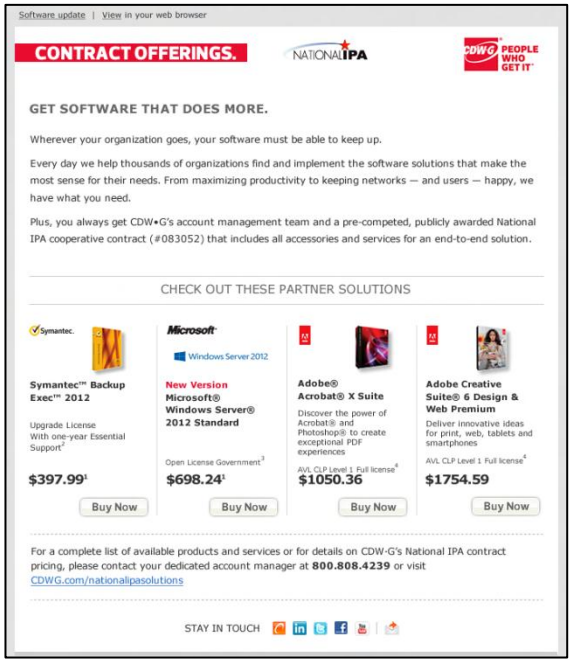
II. Announcement, contract details and contact information published on the company website within first 30 days

CDW•G will exceed this requirement. As this site is presently live for the current contract, CDW•G can reload the new contract pricing within a matter of minutes and will have our website operational on the **1st day** of the new contract. In fact, should the City decide to continue your partnership with CDW•G for this contract, we propose to amend the current contract with the newly agreed upon contract rates, giving purchasers access to additional savings months in advance of the award date, and during the May-June flurry of buying activity.

III. Design, publication and distribution of co-branded marketing materials within first 90 days

CDW•G already has much of this material. We are pleased to perform updates to the material and shall accomplish this well within the 90-day time frame. We propose a marketing strategy meeting with National IPA to discuss a refreshed approach and specific goals/targets for the new contract. CDW•G is eager to share our current marketing processes for the contract, including our quarterly "Plays" aimed at increasing contract awareness; our SharePoint site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all National IPA members.

Additionally, we look forward to discussing our ideas to gain contract awareness, with increased focus in the K12 sector and our top OEM partners.



Blended Marketing. Pairing marketing material with live – touch campaigns.

IV. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

In 2013 CDW•G's schedule includes over 100 regional and nearly as many national events. In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We shall continue this practice new agreement as well. For 2013, we are already committed to attend NIGP events, NASPO, and the National IPA Partner Summit.

Additionally, we are such a committed vendor; we are willing to share our best practices with other non-competing National IPA vendors. Sales Manager Pat O'Brien has agreed to share some of these practices with other National IPA vendors at the Partner Summit, helping increase the success of all National IPA's contracts.

V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

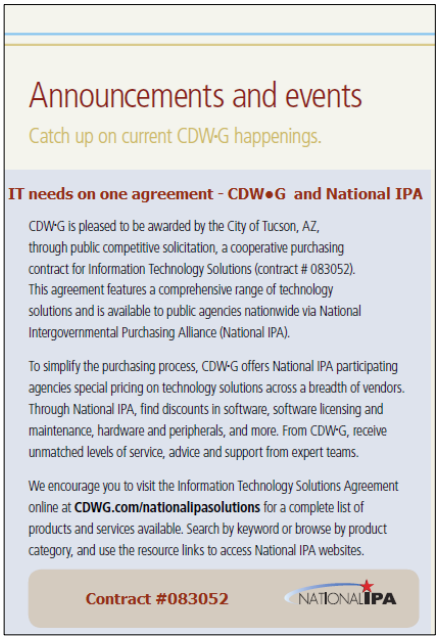
CDW•G has enjoyed participating in the NIGP Annual Forum and will continue to do so. We believe in the theme "Better Together" and look forward to sharing our best practices with other National IPA vendors.

VI. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G advertises the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites, while continuing to penetrate the market with a live-touch approach.

VII. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

CDW•G continues to market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with National IPA to develop our marketing strategies even further.


Announcements and events

Catch up on current CDW-G happenings.

IT needs on one agreement - CDW•G and National IPA

CDW-G is pleased to be awarded by the City of Tucson, AZ, through public competitive solicitation, a cooperative purchasing contract for Information Technology Solutions (contract # 083052). This agreement features a comprehensive range of technology solutions and is available to public agencies nationwide via National Intergovernmental Purchasing Alliance (National IPA).

To simplify the purchasing process, CDW-G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. Through National IPA, find discounts in software, software licensing and maintenance, hardware and peripherals, and more. From CDW-G, receive unmatched levels of service, advice and support from expert teams.

We encourage you to visit the Information Technology Solutions Agreement online at **CDWG.com/nationalipasolutions** for a complete list of products and services available. Search by keyword or browse by product category, and use the resource links to access National IPA websites.

Contract #083052 NATIONALIPA

High Visibility. Spreading awareness through a variety of publications.

VIII. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

CDW•G exceeds this requirement, as our current National IPA Premium Page, www.cdwg.com/nationalipasolutions presently includes these elements. The page includes the National IPA logo and a description of the contract, with multiple direct links to National IPA's Home Page and Registration Page. We provide members with categories that mirror the contract, easily allowing them to locate the product or service they are looking for. We include "featured products" highlighting solutions that we select for their excellent value or popularity among purchasers.

Additionally, we not only have a toll-free number and address for National IPA members, and feature a dedicated Account Team included on the website, which highlights when they are available for customers. In conjunction with National IPA, we will continue to develop this site, increasing functionalities and promotion of the contract.

Hi, **Log On** | 800-808-4239 | Cart (0)

Search for...

Information Technology Solutions Agreement

Publicly solicited and awarded by City of Tucson, Arizona and offered nationally through National IPA. Welcome to the National Intergovern[illegible] Purchasing Alliance Information Technology Solutions Agreement Website. This agreement (Contract #083052) is a result of a competi[illegible] solicitation by the City of Tucson and awarded to CDW-G.

This agreement offers discounts in software, software licensing & maintenance, hardware and peripherals. Agencies may become partici[illegible]ts of National IPA via their website at www.nationalipa.org National IPA is a cooperative purchasing program offered to public agencies and agencies for public benefit. It is an optional program with no minimum purchase requirements and no fees.

Logo and Contract Description

FEATURED PRODUCTS



HP ProBook 4540s - 15.6" - Core i3 3110M - Windows 8 Pro / Windows 7 Profes
Core i3 3110M / 2.4 GHz - Windows 8 Pro / Windows 7 Professional 64-bit downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB HDD - DVD SuperMulti - 15.6" HD anti-glare wide 1366 x 768 / HD - Intel HD Graphics 4000 - brushed aluminum - Smart Buy
National IPA Technology Solutions $558.59
Add to Cart



Adobe Acrobat XI Pro - (v. 11) - license
(v. 11) - license - 1 user - GOV - TLP - level 1 (1+) - Win, Mac - 450 points - Universal English
National IPA Technology Solutions $352.19
Add to Cart



HP Compaq LA2205wg 22" Wide LCD
Widescreen, 22 in LCD Monitor, 1000:1 contrast ratio, 1680 x 1050 max resolution, 5 ms response time, Pivot (rotation) adjustment, Height adjustment, Tilt adjustment, Swivel adjustment, VGA (HD-15) interface, DVI interface, DisplayPort interface, 3 year warranty
National IPA Technology Solutions $184.25
Add to Cart



Lenovo ThinkPad X230 2320 - 12.5" - Core i5 3210M - Windows 8 Pro 64-bit /
Core i5 3210M / 2.5 GHz - Windows 8 Pro 64-bit / Windows 7 Professional 64-bit downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB HDD - 12.5" wide 1366 x 768 / HD - Intel HD Graphics 4000 - 3G upgradable - TopSeller
National IPA Technology Solutions $1,026.42
Add to Cart



Cisco Unified IP Phone 7942G
IP Phone 7942G
National IPA Technology Solutions $334.55
Add to Cart



Xerox DocuMate 3220 Document Scanner
Hi-Speed USB, Document scanner, 23 ppm max scan speed B/W, 12 ppm max scan speed color, 600 dpi max H-optical resolution, 1 year warranty
National IPA Technology Solutions $272.40
Add to Cart

CONTRACTS

Search within your contracts: Search

Cables (16642)	Networking Products (19839)
Computer Accessories (9460)	Office Equipment & Supplies (4844)
Computers (5627)	Power, Cooling & Racks (11067)
Data Storage Products (10573)	Printers, Scanners & Print Supplies (15619)
Electronics (4394)	Servers & Server Management (2688)
Memory (2760)	Services (40929)
Monitors & Projectors (5776)	Software (113770)

Summary of Products and Pricing

LINKS OF INTEREST

- National IPA Home Page
- Participate in National IPA
- Contract Documents
- Marketing Material

Link to Register, Contract, RFP, and Marketing Materials

CONTACTS



Derrick Graff - In
Account Manager
Phone: (866) 339-7079
Email



Pat O'brien - In
Sales Manager
Phone: (877) 898-2997
Email



Wilson Garcia - In
Program Manager - Sales
Phone: (877) 325-8223
Email

Dedicated Contacts with toll free number and email

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C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

CDW•G prides itself on keeping the commitments we make to every one of our customers and partners. As the City and National IPA are both well aware, CDW•G currently holds a significant number of cooperative purchasing contracts including National Intergovernmental Purchasing Agency (National IPA) such as, Association of Educational Purchasing Agencies (AEPA), National Joint Powers Alliance (NJPA), and The Cooperative Purchasing Network (TCPN). CDW•G is solutions focused; just as we are vendor agnostic and provide consultation assist the client to choose the best laptop to meet their needs, we provide benefits of the program, and allow the customer to select the contract best suited for their specific procurement needs. Therefore, for all of our national contracts, we have maintained transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings.

We have transitioned a number of customers and their solicitation opportunities to this contract, in the form of piggyback contracts. Some of these customers include the City of Phoenix, City of Atlanta, University of Colorado, and DeKalb County. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National IPA has several CDW•G logos at their disposal under our general guidelines for intended use, they are included here for ease of evaluation.

Logos & Guidelines

CDW welcomes customers, media and other entities to use our corporate logo, as needed. The core component of CDW's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

Logo Usage Guidelines

When using the CDW logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW or its products or services, infringes any CDW intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW logo.
6. You may not frame or alter the CDW website in any way.

7. At CDW's direction, you will immediately remove the logo(s).
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   I. Master Agreement was competitively solicited by a Principal Procurement Agency
   II. Best government pricing
   III. No cost to participate
   IV. Non-exclusive contract

We are happy to update our current National IPA flyer with the new contract information. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include mutually agreeable message that best represents the value of the contract.

ALL YOUR I.T. NEEDS ON ONE AGREEMENT

From people who get it — CDW·G and National IPA.



CDW·G and National IPA offer a competitively solicited and awarded cooperative purchasing agreement for Information Technology Solutions. Awarded by the City of Tucson, Ariz., this agreement features a comprehensive range of technology solutions including:

- Systems
- Input Devices
- Printers
- Projectors
- Storage Devices
- Network Equipment
- Software
- Software Licensing
- Media Supplies
- Services

To simplify the purchasing process, CDW·G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. CDW·G also brings unmatched levels of service, advice and support from expert team. Visit CDWG.com/nationalipasolutions for a complete list of products and services available. To simplify your purchase, search by keyword or browse by product category and use the resource links to access other valuable information.

Information Technology Solutions Contract # 083052

The National IPA contract portfolio, including the CDW·G agreement, is available to public agencies, educational institutions and agencies for public benefit. There is no fee to participate and no minimum purchase requirements. Register at nationalipa.org. Let National IPA and CDW·G solve your resource problems and technology requirements with one agreement.

For more information, contact your CDW·G account manager or National IPA representative today.

800.808.4239 | CDWG.com/nationalipasolutions

NATIONAL IPA

CDW·G PEOPLE WHO GET IT

98398

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   I. Key features of Master Agreement
   II. Working knowledge of the solicitation process
   III. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

As noted above, CDW•G's sales force training shall include contract updates, which incorporates the requirements listed. We provide our current contract training slide deck in Tab 10, appendix.

G. Provide contact information for the person(s), who will be responsible for:
   I. Marketing
   II. Sales
   III. Sales Support
   IV. Financial Reporting
   V. Contracts

CDW•G provides familiar faces for contract support, each of them subject matter experts in the noted areas of the City's contract.



H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

We structure our sales force on the philosophy that everything we do revolves around our customer. In order to completely support our customers, CDW•G feels it is our duty to provide one connection to all of their IT solution needs. This one connection is the customer's Account Manager. Much like our customer-centric mindset, we focus on providing our Account Managers 360 degrees of expertise, so each National IPA member knows that there are many authorities at play in providing the customer service they are accustomed to with CDW•G.

CDW•G currently provides our customers with over 840 Account Managers, each supporting customers in a specific region and industry, and serving only customers exclusively within their assigned boundaries. CDW•G divides our Account Teams by the following segments:

- State and Local Government
- K-12 Education
- Higher Education
- Federal Government
- Healthcare

Pairing this structure with regionalization leads to an Account Manager fully vested in their customers and giving them the ability to provide industry and region insight and facilitate relationships with local vendors, developing a higher level of specialization for their customers' unique needs.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Implement: CDW•G is eager to continue working with the National IPA team to develop the national program. We have joined forces for customer presentations, such as with the Illinois Community College System Foundation, San Mateo County, and the City of New York, among others. We will continue collaborating and remaining in the sights of our customers. Additionally, we will continue keeping Account Managers engaged and trained. State and Local Sales VP David Hutchins and Sales Manager Pat O'Brien will continue working with National IPA to develop strategies to implement best practices with our CDW•G Account Managers, such as our successful Play campaign.

Grow: We look forward to increasing our market presence with National IPA for the next contract. While we believe we have had great success with the contract, we realize there is always room for improvement. We would like to expand our collaboration efforts with the National IPA team, such as increasing our presence at customer sites. Moreover, we believe there is potential for an increase in efforts to drive potential opportunities by ensuring our front line, CDW•G Account Managers, continue to work in cadence with the National IPA team. Finally, we know that sharing best practices benefits everyone, and happily agree to help grow National IPA's national portfolio by sharing some of our best practices with other vendors at the National IPA partner summit.

Service: We shall continue providing a fully engaged and enthusiastic team to service this contract. Program Manager Wilson Garcia will continue providing detailed reports and Quarterly Business Reviews. These allow CDW•G and National IPA to define potential areas of growth to continue to increase sales on the City's contract, such we did with the K12 market. Sr. Segment Marketing Manager Denise Cushaney will continue working with the National IPA team and the City to develop custom marketing pieces and marketing initiatives to increase contract visibility. David Hutchins will continue collaborate to develop ways to drive the business by leading account teams and negotiating with manufacturers.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, etc.

Since CDW•G is the incumbent of this contract, we expect our management strategy varies greatly from that of any other potential awardee. Working with the City and National IPA for five years, we have already uncovered and resolved roadblocks to the mutual satisfaction of all contract stakeholders; tackled the typical growing pains associated with a new contract; and fine-tuned the contract management process. Examples of this problem resolution include adding and implementing services rates to the

contract and adding nonprofit agencies to the contract user group. This familiarity allows us to improve upon processes where other vendors would be starting from scratch.

As detailed previously, we continue to participate and collaborate marketing efforts. CDW•G's marketing and sales coordination includes more than just glossy marketing flyers. We know customers are more likely to respond to live contact, and therefore focus our marketing campaign on this mindset, complimented by publications and advertisement. We work with our partners to keep our account managers trained on our available contracts. For this contract, we pair internal training with that provided by National IPA, such as teaching Account Managers how to enroll customers and pointing out the contract documents allowing customers to ensure compliance with their procurement regulations. Often, when a CDW•G customer utilizes the City's contract, it is a direct result of their Account Manager informing them of the benefits of the agreement.

Additionally, as part of our internal Sales Enablement drive, CDW•G initiated a quarterly "PLAY" campaign, which targets low spend member accounts. This campaign, is developed and maintained internally by a team of CDW•G leaders from sales enablement, product partner management, sales, business intelligence, and marketing. The program provides Account Managers insight to the specific contract benefits to their targeted customers. Information Account Managers are armed with includes an overview of the customer target; the contract details to discuss; a guide on how to create the conversation, including how to start the conversation, talking points, qualifying questions, and overcoming objectives; a product guide; supporting documents; and a contact list of subject matter experts and internal resources who can provide assistance.

The results for the City's contract are substantially higher than company average, as highlighted in the graph below from the November campaign. Account Managers see a 40% quote response rate, and 25% order response rate. This resulted in over $160,000 additional sales orders from this November campaign alone.

Play	Plays Served	AM Utilization	Quote Response Rate	Qualified Quote Dollars	Total Quote Dollars	Order Response Rate	Qualified Order Dollars	Total Order Dollars
SLG: National IPA Contract Penetration	560	84%	40%	$656,385	$656,385	25%	$160,428	$160,428
CDW Totals for November	54,112	85%	18%	$55,711,501	$65,608,112	10%	$19,066,332	$22,088,241

Furthering Sales Reach. Successful Play campaign increased contract sales over $160,000 in November alone.

In the same timeframe that Plays are scheduled to be initiated, customers receive complimentary marketing collateral such as direct mailers, whitepapers, email, and catalogs, related to the contract.

CDW•G also continues to effectively set up new customer accounts. Wilson Garcia, your dedicated Program Manager, adds new members to the contract typically within a week of receiving a new member

list from National IPA. Should a new member need immediate access to the contract, CDW•G Account Managers have been trained to request that the new member forward the confirmation they receive from National IPA. The Account Manager then provides this confirmation and the customer's CDW•G account number to Wilson, who immediately adds them to the system for contract access.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

CDW•G sales for 2012 totaled $4.02 Billion, an increase of 7.1% from the previous year. While we cannot provide the requested top 10 Public Agency customers, we provide the top customers from the current contract, based on spend since January 2011. We respect the privacy of our customers, and thus provided spend and contact information separately in a confidential file for those customers willing to be utilized as a reference.



Nationwide recognition. Continued YOY sales increase, proof CDW•G is a recognized industry leader.

Customer	Spend (in Millions)	Contact	Contact Info
Clark County, NV			
Hillsborough County, FL			
Orange County, CA			
Jacksonville, FL			
University of Arizona, AZ	**Provided separately in a confidential file**		
Collier County, FL			
Lee County, FL			
Loyola University, IL			
Atlanta, GA			
Miami Dade County, FL			

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

CDW•G accepts payment through:

- Credit Cards* (American Express, Diner's Club, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

*With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.

CDW•G supports EFT formats including CTX, CPT and CCD. We can also send data as a CIF and CSV.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.
$_____.00 in year one
$_____.00 in year two
$_____.00 in year three.

CDW•G does not guarantee sales, but for comparison purposes, we project the following sales for the next three years on the City's contract, based on the present trajectory of the contract.

$125.19 Million in year one
167.19 Million in year two
193.02 Million in year three



Commitment to Success. CDW•G continues to drive contract sales, increasing YOY.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
I. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
II. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
III. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
Detail your strategies under these options when responding to a solicitation.

CDW•G currently practices both I and II of this requirement and shall continue to do so. As we treat the agreed-upon discounts as a "not-to-exceed" price, we frequently respond to solicitation with the contract while providing even deeper discounts. However, in a highly competitive market, this is not always possible. Occasionally a customer solicitation triggers lower OEM pricing, based on size of deal and commit to buy, the terms of sale and/or the current competitive initiatives of the manufacturer. In these cases, where the terms of the sale have been altered and we know responding with higher than the Master Agreement price will not lead to winning the business, we must offer the lower price that is not available on the Master Agreement. Following requirement III in these instances would be detrimental to the health of our company, and as a result, our ability to service the contract.

We pledge to continue working with manufacturer partners to negotiate even lower pricing for contract users, such as the contact exclusive HP pricing, offered only through CDW•G.

b. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

CDW•G provides our proposed alternative language to the agreement in Tab Nine of this response.

Tab Five



A. Method of Approach

(Continued)

CDW·G PEOPLE WHO GET IT

A. Method of Approach (Continued)

2. Provide a description of the product lines that can be provided by your firm.

When working directly with a manufacuter, customers often receive only the best of ***their*** product. These OEMs often couple their portfolio with a weak offering of other OEMs in an effort to drive more business to their products. CDW•G provides our customers the best of all manufacturers with a technology catalog that few can match. Our complex portfolio includes over 100,000 different products from more than 1,000 manufacturer partners. One of the many benefits of providing technology solutions with more than 1,000 leading brands is that it helps insulate us from events at any one company. Whereas a business-altering event such as the recent one at Dell can mean uncertainty for future contract success, our wide range of manufacture relationships ensures stability, even in the case of losing one of our top partners.

We are the largest direct reseller in channels in the US for many of our OEM partners including, HP, Cisco, Lenovo, Adobe, and Panasonic, among others. Our role in our partners success means that CDW•G can offer even more than a wide product offering, we provide our customers deeper discounts, newer technology, faster procurement, and a more multifaceted OEM support than any vendor that is merely authorized to sell these manufacturers' products.

For a more in-depth look into our catalog, we provide the City our Product line cards, presented by product category and manufacturer name on the following pages.



Balanced Approach. We offer the best of industry, not just the best of one manufacturer.

CDW•G recognizes we work in an industry that is ever changing, and realize the next product generation may come from a new vendor we do not currently have a relationship with. Therefore, we constantly review new brands to add to our offering. We evaluate not only the products but also our customers' needs and the operatiblity of the solution within our customers' current environments, keeping our customers on the leading edge without increasing risk.



2Wire
3Dconnexion
3Dlabs
3M
4XEM

A

Absolute Software
Access Data
ACD Systems
Acer America
Acronis
Actiontec Electronics
ActivePDF
Adaptec
ADC Telecommunications
Addonics
Adesso
Adobe
ADS Technologies
ADTRAN
Advanced Media Services
Aec Software
AeroScout
Aiptek
Air Magnet
Aitech
Aladdin Knowledge Systems
Alcatel Internetworking
Alera Technologies
Alk Associates
Allied Telesyn
Alsoft Software
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American Microsystems
AMP Modems
AMPHENOL
Andrea Products
Antec
AOpen
APC
APG
Apple (government only)
Apricorn
APRIVA
APW Products
ARCHOS
Arista Networks
Array Networks
Artromick
Aruba Networks
ASUS
AT&T
Atek Electronics, Inc.
ATEN Technologies
Atlas Sound
Attachmate
ATTO Technology
Australian Monitor
Autodesk
Avaya
AVer Information
Avery Dennison
Avocent
Axiohm
Axiom
AXIS Communications

B

Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global Services
Battery Biz
Battery Technology
Bay Dynamics
Belkin
Best Data Products
BlackBerry (RIM)
Black Box
Blue Coat
BlueSocket
Bogen
Brady Industries
Brenthaven
Bretford
Brocade
Brooktrout
Brother
Buffalo Technologies
BUSlink

C

CA
Cables To Go
Caldera
Canary
Canon
Capella Technologies
Case Logic
Casio
Cbeyond
Celestix
Chatsworth Products, Inc.
Check Point Software
Cherry Keyboards
Chief Manufacturing
Ciena
Cisco Systems
Citizen America Corporation
Citrix Systems
ClearCube Technology
Clearone
Clearswift
Clickfree
CMS Peripherals
COBY
Cognitive Receipt Printers
Command Communications
Commscope
CommVault
Component One
Compsee
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Comtrol
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Crucial Technology
Crystal Group
Cyber Acoustics
Cybernetics

D

Dalite
Dameware
Danware
Data Domain
Data Dynamics
Datacard
Datalogic
Datamax
Datasouth
Datastor
Datavac
Datawatch
DeLorme
Deployment Partners
Diamond Multimedia
Digi International
Digital Networks
Digital Persona
Diskeeper Corporation
D-Link
Dot Hill Systems Corporation
Dr. Bott KG
Draper
Drobo
DS3 DataVaulting
DustShield Computer Enclosures
DyKnow
DYMO

E

Eaton Corporation
EDGE Tech Corp.
EDP
Eeye Digital Security
Eicon Technology
EIZO Nanao
Electrovaya
Electro Voice
ELMO
Elo TouchSystems
Eltron Direct
Embarcadero Technologies
EMC Corporation
EmFast
Emulex
Encore Software
Energizer
Enfocus Software, Inc.
EnGenius
Enhance-Tech
Enovate
Enterasys Networks
Envoy Data
Epson
Equinox
Equisys Zetafax
Ergotron
Esker
EVGA
Exagrid
Express Metrix
Extensis
EXTREME NETWORKS

F

f5 Networks
FalconStor
Fantom Drives
Fargo Electronics
FatPipe Networks
Fellowes
FileBound
FileMaker
Finisar
FireKing
First Mobile Technologies
Flexera Software
Fluke Networks
Fortinet
Fortres Grand Corp.
Fortress Technologies
Frontrange
Fuji Photo Products Division
FujiFilm
Fujitsu
Funk Software
Fusion-io

G

Gamber Johnson
Garmin
GBC
Gefen
General Dynamics Itronix
Genovation
Getac
GFI Software
GigaByte
GlobalScape
GrandTec USA
Greenlee
GretagMacbeth
Griffin Technology
G-Tech
Gyration

H

Haivision
Hardigg
Hauppauge
HAVIS
Hawking Technologies
Hayes
Helios Software
Hewlett-Packard (HP)
Hitachi
Hitachi Data Systems
Hitachi Global Storage Technologies
Honeywell Imaging & Mobility
Houghton Mifflin
HTC
Hubbell Premise Wiring
HumanConcepts
Humanscale
Hummingbird

I

IBM
ID Technologies
Identix
Ideal Industrial Tool
Idera Software
iKey
Imation
IMC Networks
Imprivata
IMSI
Individual Software
Industrial Rack
InFocus
Informa Software
Infragistics
Innovation First
INNOVATIVE OFFICE
Inspiration Software
INSTALLS, Inc.
InstallShield
Intel
Intelligent Computer Solutions
Interlink Electronics
Intermec Technologies
International Thomson
Internet Security Systems
Intuit
I/O Corporation
I/Omagic
IOGEAR
Iomega
Ipswitch
IRIS, Inc.
IronKey
IronPort Systems
ISI Researchsoft

J

Jabra
JACO
Jaton
Jelco
JetBrains
Jolly Giant Software
Juniper NETWORKS
JVC

K

Kanguru Solutions
Kaspersky Lab
Kenneth Cole
Kensington
Kentrox
Kerio
Keyspan

so you have more IT choices.

Key Tronic
Kingston Technology
KnowledgePoint
Kodak
Kofax
Konexx
Konica Minolta
Koss Corporation
Kramer Electronics

L

Labtec Enterprises
LaCie
LANDesk Software
Lantronix
LapLink
Lead Tools Technologies
Leap Frog
Lenmar Enterprises
Lenovo
Leviton
Lexar Media
Lexis Nexis
Lexmark
LG Electronics
LG Ericsson
Liebert
LifeSize Communications
Lind Electronics
LINKSYS
Lite-On
Logic Controls
Logicube
Logitech
Lotus Development
LSI Logic
Lumension Security

M

M&A
M-Audio
M86
Macally
MacMillan New Media
Magellan
MagTek
Man & Machine
Markzware
MathSoft
Matrox Video
Maxell Corporation
Mayline Group
McAfee
McData Corporation
MCK Communications
Media Sciences, Inc.
Memorex
MessageLabs
Metro Data Vac
MGE UPS
MicroBoards/Rimage
Micro Focus
Micro Innovations
Microsoft
MicroTouch Systems
MiddleAtlantic
MiLAN Technology
Miltope Corporation
MindJet
Minitab Software, Inc.
Minuteman
Mitsubishi
Mitsui Advanced Media
MMF Desk and Wall Signs
Mobility
Monarch
Monster Cable
Motion Computing
Motorola
MSI
Multi-Tech Systems
Myricom

N

NComputing
NDS Surgical Imaging
NEC
NetApp
NetBotz
NETGEAR
NetManage
NetMotion
Netopia
NetScout
Network Automation, Inc.
Network Instruments
Network Partners
Nexicore
Nexsan Technologies
Nikon, Inc.
Nokia
Nomadix
Nova Dev Art Explosion
Novastor Corporation
Novell
Nuance Communications, Inc.
Numonics Corporation

O

OGIO
OKI
Olympus America
Omnitron Systems
On Hold
Ontrack Software
Opticon
Optoma
Oracle/Sun
Ortronics/LeGrand
OtterBox
Overland/SNAP

P

Packeteer
Paladin
Palm, Inc.
Panamax
Panasonic
Panda Software
Panduit
Pantone
Paragon Software
Parallels
Patton Electronics
PC Guardian
Peek
Peerless-AV
Pelican Mobile
Percon
Perle Systems
Pervasive Software
Pharos, Inc.
Philips
Pi Engineering
Pinnacle Systems
Pioneer
Pioneer New Media Technology
Planar
Planon
Plantronics
Plasmon IDE, Inc.
PNY Technologies
Polycom
PolyVision
PowerDsine
Premier Mounts
Primavera
Primera
Printek
Printlogic
Printronix
Prism Pointe Tech
Procom Technology
Progressive
ProITCo
Promethean
Promise Technology
Prosoft Engineering
Proxim
PSC, Inc.
Psiber Data Systems

Q

QLogic
QNAP
Quantum
Quark Software
Quartet
Quest Software
Qwizdom

R

Radian Technologies
RADWARE
Raritan
RATOC
Raxco Software
Red Hat
Retail Service Parts
Rhinotek
Ricoh Peripherals
Riverbed
RM
Roxio
RSA Security
Rubbermaid Medical
Ruckus Wireless

S

Safco
Sage Software
Samsonite
Samsung
SanDisk
SANYO Projectors
SAP
Sato Thermal Printers
Scala
Scale Computing
ScanSource
SciQuest, Inc.
SCM Microsystems
SCM Microtech International
ScriptLogic
Seagate Technology
Seagull Scientific
Seal Shield
Secure Computing
Segovia
Seiko
Seneca Data
Sennheiser
Sensaphone
Sentinel Technologies, Inc.
Sentry Safes
Serena Software
ServiceNet
Sharp AQUOS
Sharp Electronics
ShoreTel
Shure, Inc.
Shuttle Comp Inter
Siemon
Sierra Wireless
SIIG
Silex
Singlewire
SKB Industrial
SlickEdit
SmartSource, Inc.
Smart Technologies
Socket Communications
Software Shelf International
SonicWALL
Sonnet Technologies
Sony
Sophos
Sorenson Media, Inc.
Specialty Products of Virginia
Spectra Logic
SpectraLink
Sprint Wireless
SPSS Software
Star Micronics
StarDot Technologies
StarTech.com
StorCase
Sunburst
Super Micro Computer, Inc.
Sybase
Sybex Publishing
Symantec
Symbol

T

Taiyo Yuden
TalkSwitch
Tally Printers
Tandberg Data
Targus
TDK
TEAC America
TechSmith
Telex
TEST-UM
Texas Instruments
Texas Memory
TFE Technology
The SCO Group, Inc.
Thermaltake Technology
Thinprint
T-Mobile Cellular
TomTom
Topaz Systems
Toshiba
Total Defense
Total Micro Technologies
Transcend
Transition Networks
Trend Micro
Tripp Lite
TRIPWIRE
Troy Systems
Turtle
Tyan

U

Ultimate Technology
Uniden
Unitech POS Scanners
Unotron
USRobotics
Utility Associates

V

VanDyke Software
VantagePoint
Varonis
VectorWorks
Veeam Software
Verbatim
Verifone
Verisign
Vidar
Video Labs
ViewCast Osprey
ViewSonic
Village Tronic
Vircom, Inc.
Visioneer
Vision Solutions
VisionTek
Viziflex
Vizioncore
VMware

W

Wacom
Wasp Barcode
WatchGuard
Wavelink
Webroot Software, Inc.
Websense
Webtrends Software
Wenger Swiss Gear
Western Digital
Western Telematic
West Point Products
WiebeTech
WildPackets
Wincomm
Winnov
Wireless Computing
Wiremold
Wolfram
Workshare
WRQ
WYSE Technology

X

Xante
Xerox
XFX

Z

Zebex
Zebra Technologies
Zoom

CDW·G delivers.

Partnerships with industry leaders allow us to deliver expertly designed solutions in the following product categories:



Cables

Audio/Video Cable Products
FireWire Cables & Hubs
Miscellaneous Cables
Modem/Phone RJ-11 Cables
Network Cable Accessories
Networking Cables
Parallel & Serial Cables
SCSI/IDE/Floppy Cables
USB Cables & Hubs

Computer Accessories

Computer Components
Digitizer Tablets & Accessories
Joysticks & Game Controllers
Keyboards & Keypads
Mice & Trackballs
Notebook Accessories
Notebook Carrying Cases & Accessories
Speakers (Computer)
Tools
Video Cards & Imaging
Webcams

Computers

Blade PC
Desktop Computers
Notebook Computers
Point of Sale Computers
Thin Clients
Workstations

Data Storage Products

CD, DVD & Blu-Ray Drives
Disc Duplicators
Drive Arrays
Floppy Disk Drives
Hard Drives
Interfaces/Controllers
Media & Accessories
Networked Attached Storage (NAS)
Storage Area Networking (SAN)
Tape Automation & Drives

Electronics

2-Way Radios & Accessories
Audio/Stereo Equipment
Binoculars
Cell/Smart Phones & Accessories
Digital Cameras & Accessories
eReaders
GPS Devices & Accessories
Handheld Devices & Accessories
Headphones/Earphones & Accessories
Microphones & Accessories
MP3 Players & Accessories
Photographic Accessories
Speaker Systems & Accessories
Televisions & Video Equipment
Video Camcorders & Accessories

Memory

Cache Memory
Desktop Memory
Flash Memory
Network Device Memory
Notebook Memory
Printer Memory
Server Memory

Monitors & Projectors

CRT Monitors
Interactive Whiteboards & Accessories
LCD Large-Format Displays
LCD Monitors
Medical Displays & Accessories
Monitor, Display & TV Accessories
Plasma Displays
Projector Accessories
Projectors
Touchscreen Displays

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Networking Products

Analog Telephones & Accessories
Communication Boards
IP Telephony
KVM Switches & Accessories
Modems
Network Interface Adapters (NIC)
Network Optimization Devices
Network Switches & Hubs
Network Test Equipment
PBX/Multiuser Telephony Systems
Rack Mounting Equipment
Routers
Security Hardware
Wireless Networking Products

Office Equipment & Supplies

Books
Calculators & Accessories
Cleaning Supplies
Computer Security Locks
Furniture
Office Supplies
Paper Shredders & Accessories
Toys
Typewriters/Word Processors

Power Protection & Accessories

Batteries
Power Adapters
Power Inverters
Surge Suppressors
UPS/Battery Backup Products

Printers, Scanners & Print Supplies

CD/DVD Media Printers
Copy Machines
Dot-Matrix Printers
FAX Machines

Ink, Toner & Print Supplies

Inkjet Printers
Laser Printers
Multifunction Printers
Photo Printers
Print Servers
Printer Accessories
Printer Paper & Media
Scanners
Thermal Printers
Wide-Format Printers/Plotters

Servers

Apple/Mac- Based Servers
RISC Servers
x86- Based Servers

Software

Backup/Archive/Storage Software
Business Software
Database & Business Intelligence Software
Desktop/Web Publishing Software
Education Software
Management Software
Operating Systems
Reference Software
Security Software
Software Media Kits & Documentation
Unified Communication Software
Utility Software
Virtualization Software



Services

Advanced Technology services: Continuity of Operations, Infrastructure Optimization, Network Optimization, Security Management, Unified Communications

Product and Configuration services: Configuration, Onsite Installation, Product Lifecycle Management

Hosting services: Cabinet Space, Network Connectivity, Data storage, Data Backup, Disaster Recovery, Hosted Enterprise Infrastructure services

Managed services: Network, Systems and Storage, Intrusion Prevention, Unified Communications

Microsoft services: Information Worker, Monitoring and Management, Online Services, Server and Security, Unified Communications

Carrier services: Wireline, Wireless

Check out our online Solutions Center

Visit each of our topic areas below for the latest information, videos, downloads and tools:

Continuity of Operations, Digital Signage, Infrastructure Optimization, Network Optimization, Security, Software Management, Unified Communications.

There is also a Resource Center with our most popular articles, white papers, and reference guides; along with featured webinars and podcasts. Go to CDWG.com for more.

What you get from partnering with CDW·G:

- Work with an account team dedicated to knowing your organization and anticipating your needs
- Experience unmatched levels of service, advice and technical support
- Take advantage of around-the-clock access to customized online tools and resources
- Get the best technology for your organization — fast!

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3. Provide a description of the services that can be provided by your firm.

CDW *pioneered* the business model that melds personalized business – to – business technology distribution with advanced technology services. We provide our customers a deep services portfolio to pair with our immense product catalog. Our services strategy utilizes our own stable of 1,600 highly certified engineers staffed in 43 locations across the country, a national services traveling team, leading manufacturers' technicians, and local service providers. This structure offers the City of Tucson and qualified National IPA participants the best range of services in the industry. Our full scope of standard and specialized services includes:



Wide service coverage. Whether in an office or in the field, our engineers provide a local feel with nationwide experience.

Cloud Computing

CDW•G understands how important cloud computing is to our customer base, and are determined to lead the industry in mastering this complex and highly customizable service. Our internal cloud campaign is teaching our Account Managers how to assist their customers in determining the best – valued cloud option for their needs, while our technicians continue training to master the solution, and working with our manufacturer partners to expand our portfolio.

CDW•G offers a cafeteria-style set of cloud solutions. Our portfolio includes public, private, community, and hybrid deployment options. Our broad cloud offering currently includes over thirty different manufacturers, and we continue investigating other manufacturer solutions to add to this portfolio. Our cloud computing solutions; Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS), cater to the specific needs of the span of our entire customer makeup.

Over 20 different SaaS solutions allow our customers to access many of their applications via the cloud. With our IaaS solutions, or private cloud services, our customers can rely on CDW•G to expertly manage infrastructure, removing the need to deploy new data center equipment. Our five different PaaS solutions allow organizations to deploy acquired or custom applications without incurring a range of upfront and ongoing costs associated with the underlying infrastructure, including provisioning, maintenance, and management.



Industry leaders in Cloud Solutions. 30+ OEM cloud offerings, allowing CDW•G to provide a perfectly customized solution for every customer

Additionally, we provide four different types of managed services, supported by over 200 engineers and project managers. Hosting our customers' solutions since 1997, our offering now includes six different types hosting services in a data center makeup of five different enterprise - class data centers and two network operations centers.

Consulting/Analysis

Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.

Technical Support

CDW•G's Staff Augmentation services offering includes assisting customers with onsite help desk and technical support services. This service provides skilled, temporary staffing to assist with IT challenges.

Leasing/Financing

CDW•G has a department dedicated solely to assisting our customers with their leasing needs. Much like our product offering, we take a vendor agnostic approach and focus on providing the best options in the industry, and not the latest solutions from a single provider. CDW•G's leasing team can work with the City to find the best leasing option that fits within the unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing, the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. Finally, you can protect the City from advancing technology. With a lease, you can choose to add to your lease term; and once you choose to end the lease you often have the option between purchasing or returning the equipment.

Trade-ins

CDW•G coordinates with our manufacturer partners to provide trade-in services to our customers.

Repair

In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:

- Acer
- Apple
- Fujitsu
- HP
- IBM
- Lenovo
- Service Net
- Sony
- Toshiba

Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.

Design

Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

Configuration/System Configurations

While onsite configuration services are available, CDW•G often recommends our in-house configuration services. CDW•G builds preconfigured technology solutions in our two ISO 2008-certified configuration centers, so they arrive at their correct location(s) ready to plug and play. We have a 25,000-square-foot configuration center in our North Las Vegas distribution center and a 24,000-square-foot configuration center in our Vernon Hills, IL distribution center, including an 8,000-square-foot enclosed area for enterprise configurations. To complement this space, CDW•G has more than 150 configuration technicians, providing a spectrum of customized configuration services. In fact, we can complete 2,500 configurations in a 24-hour timeframe. Typical turnaround for most of CDW•G's configuration center services is 2 to 3 days, depending on the project.

CDW•G's configuration services include:

- Hardware and software installation and configuration
- Customized imaging
- Asset tagging, custom labeling, and laser etching
- Router/switch configuration
- Server rack configuration

Our configuration centers also perform image burn-ins, according to customer specifications. In an effort to reduce the number of items that fail after a short period of use, CDW•G offers a variety of burn-ins, available length of up to twelve hours. In a recent procurement opportunity, CDW•G's configuration center technicians completed an eight hour burn-in on a single order of 15,700 devices. Upon delivery at the customer's location, just three of these 15,700 devices experienced technical issues.

Implementation

Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

Training

CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focus on designing bullet- proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

Maintenance

CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements (conterminous, break/fix, and retainer)

- Post-sale technical support
- Product and certification training
- Help desk services

Hardware/Software Installation

Our installation services encompass the following solutions. Installation services can include installing and deploying new systems; moving existing equipment; assessing systems and testing installed equipment; and advanced IT support. We also offer staging options, should a customer need to complete their installation in numerous rollouts.

- Client Computing Installation
- Data Center Installation
- Network Installation
- Security Installation
- Microsoft Configuration and Installation
- Microsoft Accelerators
- Visual Solutions Installation

System Testing

All of CDW•G service projects incorporates testing every aspect of the final solution, ensuring all acceptance criteria is met.

Upgrades

Many products offer a variety of system upgrades. Our dedicated Account Managers work with their customers to explain the benefits of each upgrade, and help determine if these upgrades would be a wise purchase for the customer's needs. The Account Manager then collaborates with CDW•G dedicated manufacturer partner specialists to incorporate the upgrades into the final product build. Additionally, CDW•G performs a number of upgrades, such as asset tagging and laser etching, in house in our configuration center.



State of the art configuration center. Our A+ certified imagining technicians and state of the art configuration center allow us to ship configured products in as little as 3-5 days.

Imaging

In addition to our configuration services, CDW•G performs imaging services in house in our configuration centers as well. Our A+ certified imaging technicians routinely image the following products:

- Laptops
- Desktops
- Workstations
- Flash Drives
- Servers
- Hard drives
- Apple products including iPods and iPads

Customers can provide their own image or CDW•G can create one for them. As with all services completed in our configuration centers, each piece of equipment goes through a comprehensive quality assurance check prior to shipping to ensure the unit is function properly. CDW•G also stores images on our secure server, completely isolated from other networks, and only accessible to a few authorized

individuals. Many times customers choose to have us store their images as it allows CDW•G to load custom configured images quickly on their machines.

4. Describe how your firm proposes to distribute the products/services nationwide.

As detailed previously in our response, we have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers. We carry over $200 million in inventory, and utilizing an ISO 9001:2000 quality certified distribution process, we ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just ***3-5 days,*** far surpassing our competitor's capabilities.

Specific to the City's distribution needs, we utilize our 513,000 square foot distribution center, located in neighboring Las Vegas, NV. This center operates Monday-Friday, from 2:00 am until 11:00 pm PST, shipping up to 17,000 boxes a day.



Products Locally Held. Our LV distribution center gets the City their products even faster than average timeframes.

We provide the City services through our own engineers, or local service partners, dependent on the best value to the City of the project at hand. We add to our depth of local presence in the City's region with our Chandler, AZ office. This office not only provides over 200 local jobs, it allows CDW•G to provide an even more personal level of support to the City.

5. Identify all other companies that will be involved in processing, handling or shipping the products/service to the Participating Agencies. Include any subsidiaries that may include product or service under the Contract.

CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. As one of the largest direct marketing resellers in the U.S., CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses. These individuals have a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

6. Provide the number, size and location of your firm's distribution facilities, warehouses and retail network as applicable.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves as backup for the other. They receive

about $21.0 million of inventory per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.



Own Distribution Centers. Our strategically placed distribution centers simplify the supply chain to customers and ships products faster.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily EDI downloads, giving us visibility to inventory locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

7. State any return and restocking policy, and any fees, if applicable associated with returns.

CDW•G offers a 30-day return policy on most products. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 10 of this response. Customers may also obtain additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, returns@cdw.com.

8. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

CDW•G mails invoices the day after the product(s) is shipped out of one of our distribution centers. Or, if a customer prefers an electronic invoice, they can request that invoices be sent via PDF instead. We send the PDF the same day that the system generates the invoice. When a product is drop-shipped from a vendor, CDW•G invoices the customer once we receive the invoice from the vendor. As an added convenience to our customers, they can also print copies of original invoices via their CDW•G Extranet. Our standard invoices include the information listed below.

- CDW•G remit to address
- Invoice date
- Invoice number
- PO number affiliated with invoice
- Payment due date
- Order date
- Shipping method
- CDW•G part number
- Description of product
- Quantity ordered/shipped
- Unit price (based off of pricing structure agreed to in the contract)
- Extended price
- Ship to address

All of the information pertaining to the customer's specific requirements is included on the invoice as well. CDW•G supports many EDI formats and can customize invoices to reflect customers' required data fields. For more information regarding our EDI capabilities, we encourage the City to visit www.cdwg.com/edi. At this time, CDW•G does not offer consolidated invoicing or consolidated billing.

9. Describe your delivery commitment:
   a. What is your fill rate guarantee?

CDW•G's same-day fill rate is between 97-99% for credit-approved orders and in-stock product, depending on the complexity of the order. Should an item be out of stock, it typically takes 2-10 days, after receipt of order, to receive the product (subject to availability). We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution center's large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

   b. What are your delivery days?

CDW•G's standard delivery is M-F excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on need to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

   c. Do you offer next day delivery?

Yes, CDW•G can ship same day, overnight, 2nd day, 3rd day, and ground. An expedited freight charge may be added for this service.

   d. How do you facilitate emergency orders?

Whenever a contract member's order requires expediting, CDW•G treats it with priority. We direct all customers to contact their dedicated Account Manager if an emergency situation arises. They focus on placing the order and arranging for expedited delivery. Due to our very large inventory at our two distribution centers, we usually have the products in stock and available for immediate shipping.

   e. Are shipping charges exempt for ALL who use this contract?

Prices include lowest ground freight for shipments/packages less than 70 pounds within the 48 contiguous United States when referencing this Agreement. All orders are subject to Seller's standard shipping policies in effect at the time of order placement. In those instances that are larger than 70 pounds or call for express or overnight delivery, shipping costs will be pre-paid by Seller and added to the customer invoice.

   f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.

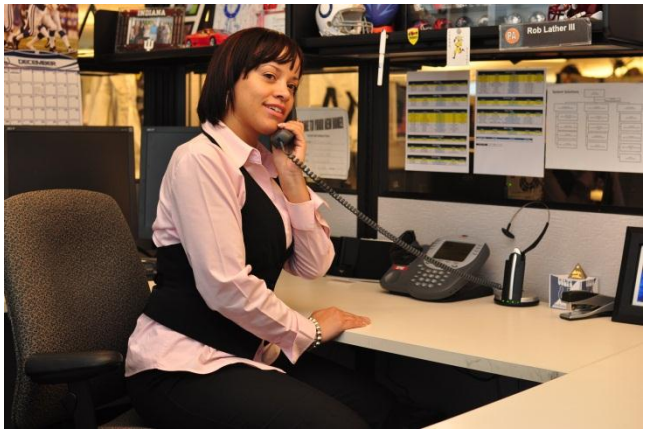
CDW•G encourages customers to contact their Account Manager to assist with any such issues. If the Account Manager evaluates the issue and if they cannot personally assist the customer, they will engage and collaborate with our Customer Relations Department to assist. Customer may also reach out to Customer Relations directly.

If a wrong product is ordered, the customer's dedicated CDW•G Account Manager will work with the customer to determine the best solution to resolve the issue. For any products returned, whether defective or incorrect item, CDW•G requires customers to provide a Return Merchandise Authorization (RMA) number before shipping back any product. This process allows us to expedite the process and helps ensure the proper action or credit, upon processing. Customers can get the RMA request form from their Account Manager, online via their CDW•G Extranet Account, or by contacting Customer Relations.

CDW•G tracks the reason for all returns, allowing us to make appropriate changes, as necessary. For example, a high volume of returns damaged in shipment would lead us to audit the carrier and review product packaging. CDW•G also monitors how quickly and efficiently the Customer Relations staff handles RMA requests, aiming to respond to requests within 24 hours or less.

10. Describe the types of customer service available to agencies that use this contract:

CDW•G provides post sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.



Personal Touch. With CDW•G, each customer has one point of contact for all their procurement needs.

a. Is online support available?

Yes, CDW•G's online technical support services include live chat and E-support, and remote support.

Live chat and E-support

To supplement our industry leading toll-free technical support, we provide access to online live chat, accessible through the customers CDWG@Work Extranet site. We staff this support by our trained technicians from 6am to 5pm MST. This site also provides support case management.

Remote Login

Our technicians have access to LogMeIn, a remote login utility, which allows them to connect to the end users computer for more in-depth troubleshooting and quicker resolution.

b. Is phone support available?

Customers can use our toll free phone number 800.383.4239, Monday – Friday from 6 am – 6 pm MST, to reach our dedicated technical support team.

c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

With CDW•G every customer is automatically provided one single point of contact, their Account Manager, from the very first inquiry for service. Account Managers are assigned to customers based on a specific segment (State and Local government, Higher Education, K12, etc.), as well as a specific region in the country.

From hire, CDW•G Account Managers attend onboarding training, known as the "Account Manager Academy," for three months before they begin interacting with customers on their own. This intensive training program focuses on sales consulting, product training, operational systems, and customer service. This process is much longer than industry standard practices, providing a higher level of support that our customers are quick to notice.

Account managers focus on learning their customers' processes, requirements, needs, and challenges. This allows them to provide expertly the following services to agencies:

- Registration assistance to participate in National IPA
- Contacting customers and notifying them of the benefits of the contract
- Pre-sales consultation, including providing product and system compatibility information
- Providing industry - specific insight on technology solutions
- Acting as a quality control check by reviewing and approving all quote requests
- Keeping customers abreast of availability issues and assisting with any needed alternative sourcing options
- Coordinating any special delivery requests, including emergency orders
- Working with available CDW•G resources, and coordinating contact for any needed subject matter expert insight
- Keeping updated and available to assist in developing a service solution
- Facilitating communication between the customer and National IPA, as needed



In-depth Training. CDW•G Account Managers spend months training before assisting customers.

CDW•G ensures Account Managers are supported by an intricate network of subject matter experts. Account Managers utilize these resources to provide complete guidance to their customers. This network includes:

Sales Manager
Sales Managers lead a team of Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. They visit customer site(s) for business planning and discussions of future projects, as needed. They also assist Account Managers with expedited orders and problem remediation.

Business Development Manager
Our Higher Education sector also has Business Development Managers, focusing on aligning with our customers. Their main role is to work with customers' procurement teams to review current contracts,

align with strategic initiatives that the procurement team is looking to roll out, act as project manager for B2B integrations and a main point of contact to help resolve issues.

Field Account Executive

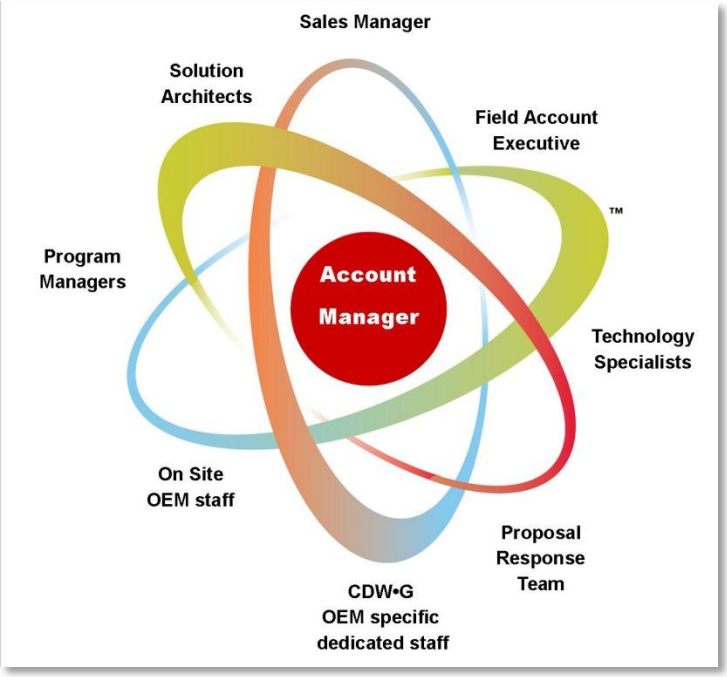
Field Account Executives ("FAE") work in tandem with Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. Each FAE is dedicated to a specific region and industry, and provide onsite visits to customers in communities across the country. Their site visits include usually business reviews and other meetings, as needed. FAEs also work with System Engineers to provide onsite road mapping, project development, and technical expertise.

Solution Architects

Customers also have dedicated Solution Architects (SA) for each of their service solution needs. Solution Architects are dedicated to specific Account Teams, and is the expert in aligning customers with the appropriate service resources and tools including deployment technicians, project management and implementation engineers. The Solution Architect works closely with CDW•G customers to accurately scope project requirements and create a Statement of Work, making certain we provide the specific skills, proper staff and solution needed to fully service the customer. Upon agreement to move forward with the service offering, the Solution Architect hands off the service delivery to the customer's dedicated CDW•G Project Coordinator and/or Project Manager to ensure successful execution.

OEM Specific Resources

For manufacturer specific information, Account Managers utilize an integrated network of both internal and external sales force. Many OEMs have pre-sales engineers and channel account managers (often onsite at CDW•G) providing consultation and immediate support to Account Managers. Additionally, CDW•G badged Brand Managers, Field Solution Architects, and Partner Business managers work with both Account Managers and the external teams mentioned, providing further support.



360 Degrees of Support. CDW•G back our Customers' one point of contact by the full scope of subject matter experts.

Proposal/Bid Response Team

If a customer's solicitation would be a viable opportunity for CDW•G, Account Managers can request assistance in response from the Proposal/Bid Response team. This allows CDW•G to mitigate some of the risks that come with contractual sales and to quickly create a polished, well-crafted response. Additionally, this team allows CDW•G to increase not only the volume of solicitations we respond to, but to increase the likelihood of winning as well.

Program Manager
Program Managers set up and manage contracts once awarded. They are a valuable resource to Account Managers, as they assist with training Account Managers in the contracts scope and guidelines, provide contract information and updates, and assist with Extranet/Premium page issues.

d. How are problems resolved?

CDW•G Account Managers assist their customers in resolving any issues. If a problem is in regards to an Account Manager, we encourage customers to contact the Account Managers Sales Manager.

e. What are the location and hours of your call centers?

CDW•G provides post-sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first

f. What response time is guaranteed when a customer service request is made?

Response time is dependent on the request made. CDW•G strives to resolve all Customer Service Requests within 24 hours. However, because problems involving carriers typically take up to five days, the average time for problem resolution is approximately 2.5 days.



Measured Success. Our continued focus on our customer services attributed to our Forrester Groundswell Award for B2B Listening

CDW•G understands some requests are more urgent than others, and utilizes a detailed incident management process for critical systems. Severity level dictates the response time of this practice and employed for issues with our own network services, co-located systems, hosted solutions, websites, or our Internet services.

We constantly monitor our customer service process, ensuring we are continuing to meet the needs of our customers. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Additionally, Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative per month to ensure representatives meet quality standards and that we provide proper training. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).

g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

Always focused on continually improving our ability to provide the best service and products in the industry to our customers, CDW•G has a number of corrective processes in place. Some of these processes include:

- Our Purchasing Department monitors return rates on purchased products to look for quality issues.
- We aim to respond to Return Merchandise Authorization (RMA) requests within 24 hours.
- When we see high volumes for particular types of Customer Service Requests (CSRs), or RMAs we make adjustments and evaluate process changes, as needed.
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away.
- Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training.

Additionally, CDW•G conducts monthly loyalty surveys to measure the customer's perception of CDW•G. We utilize these surveys to collect information for several internal departments including shipping, billing, and customer relations. We select customers on a random basis to participate in the surveys. If a customer ranks us "poor" or "fair", then the appropriate CDW•G department contacts the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. This fortunately is rare, as the majority of end-users express favorable survey comments. The positive comment that we receive most often is "*CDW•G is extremely customer focused".* As a testament to our dedication to customer service, CDW won the 2010 Forrester Groundswell Award for B2B Listening.

11. Describe the warranty period of products. Submit information on your warranty program.

While products sold by CDW•G come with the manufacturer's standard warranty, City of Tucson customers can contact our Technical Support Department for technical support on hardware purchased from CDW•G. We provide technical support on the products that we sell for up to two years from the date of purchase. If the Technical Support representative determines the customer needs warranty support, they connect them to the manufacturer's warranty department.

CDW•G offers a number of product lifecycle support options in addition to manufacturer warranties. This suite includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Onsite repair
- Depot repair
- Help desk services

We send warranty expiration emails to our Account Managers, who then inform their customers when their hardware protection is about to expire. Account Managers assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.

12. Describe how your firm will notify customers of new products.

CDW•G prides ourselves on being on the forefront of technical development in the IT industry and our relationships with top manufacturers often results in advanced notification of upcoming releases of new products. In fact, we act as beta testing and product development for some of our vendor partners such as Cisco and Microsoft. Some of our engineers work closely with these vendor partners and learn the strengths, weaknesses, bugs and fixes of new products as many as 18 months before product release.

We utilize a number of avenues to keep contract purchasers informed of these new products. We highlight products on cdwg.com, and the contract Premium Page, and are open to suggestions by the City and National IPA. However, since Account Managers keep up to date with their customers' systems and processes, they are often the notification touch-point for new products that fit these customers' needs. Account Managers receive regular new product and technology training from our manufacturer partners, an average of 4-8 hours a month. Often times, Account Managers complete additional training on their own, receiving OEM certifications as sales certified experts. This training allows them to provide insight to their customers atypical of what you receive with most resellers. They utilize this knowledge in working with their customers to determine if new products are the best solutions for the customer's needs. Additionally, our industry leading Solution Architects and Engineers act as resources to our Account teams and customers for consultation and evaluation of new products and technologies and for help with strategic planning for our customers' environments.



Knowledgeable Insight. CDW•G Account Managers focus on providing an expert viewpoint on our product portfolio.

13. Describe how your firm notifies customers of discontinued products?

As detailed in the previous response, we often receive advance notification from manufacturers when a product is nearing end of life, and we make every attempt to communicate these changes to customers who may be affected. One of the essential functions of an account team is to make users aware of the availability of a given product or product line. Using powerful proprietary tools, each account manager has complete visibility in real time to our distribution centers. Each account team also has visibility into our distribution partners' warehouses through EDI feeds updated at least twice daily. As part of their value-added service, they assist customers in finding substitute products that will help customers achieve the same business results. Since this information comes directly from Account Managers, we always encourage our customers to call for assistance when making large or essential purchases.

14. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

We encourage customers to contact their Account Manager when tehcnical support is necessary. If the Account Manager is unable to assist, he/she determine the best next steps. They may work with the customer and dedicated manufacturer support coworker to resolve the issues, solicit assistance from their Sales Manager, or connect the customer to our help desk. CDW•G customers can also contact our technical support team directly from our website or their Extranet site, in a variety of ways including email, chat, and telephone. Our technical support team is available Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.

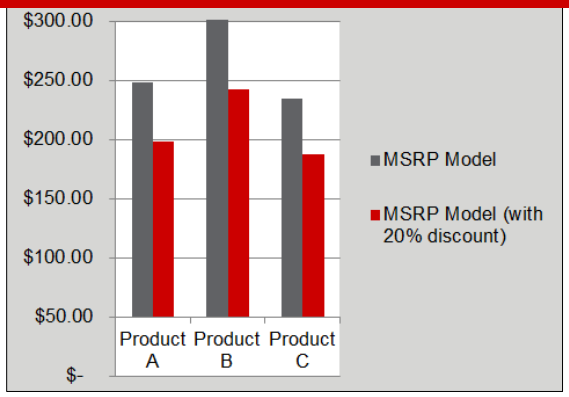
15. Describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.

CDW•G is proposing a percentage off our nationally advertised pricing. We will apply the contract discount applicable to the new products introduced. We propose our discounts by categories that line up with our own internal catalog categories, so that when we add these new products to the CDW•G catalog, the City's contract catalog updates immediately as well.

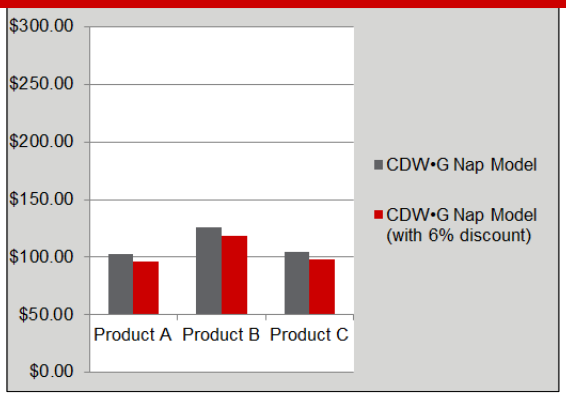
With the discussion of discounting from MSRP at the Pre-proposal Meeting, CDW•G feels it is important for us to explain to the City the benefits of a discount from CDW•G's Nationally Advertised Price (NAP). The single most important parameter in a price model for this contract is the reference point from which price is calculated. Respondents, which derive discounts from MSRP, are often times leaving substantial customer savings on the table. For instance, the evaluation of the sum of an overall discount percentage does not always yield deeper savings. A seemingly "low" initial price, derived as a discount from a static reference like a Manufacturer's Suggested Retail Price (MSRP) may not be as advantageous as a "higher" price derived from a dynamic reference point. Resellers are able to obtain pricing which far exceeds MSRP-level pricing, due in large part to the quantity of product which they source from manufacturers and/or distribution partners and CDW•G's NAP is historically far lower than MSRP.

The charts below display three relevant computer peripherals products which have been compared using the MSRP vs. CDW•G NAP Models. These charts display the lack of savings which MSRP price models produce, as compared to that of a dynamic price list such as CDW•G NAP:

MSRP List vs. CDW•G Nationally Advertised Price List



Combined savings of products with a 20% off MSRP Model: ***$157.24***



Combined savings of products with a 6% off NAP Model: ***$473.06***

As evidenced in the preceding charts, partnering with a contractor that utilizes a dynamic price reference point allows for the extension of more advantageous pricing even with a lower discount number. Simply arriving at a sum of all total discounts does not qualify savings unless the City is aware of where the prices originate. Often times we see competitors simulate MSRP pricing in order to show large discounts, however as the table above illustrates, even discounts which originate from standard MSRP cannot compete with discounts originating from CDW•G Nationally Advertised Pricing.

CDW•G's Nationally Advertised Price List, unlike an MSRP model, considers industry and buying trends and is fully automated. This benefits the City in that price decreases can be reported and tracked by running a basic report, while MSRP models require continuous monitoring, as well as manual price

adjustment entry for thousands of line items. CDW•G, on the contrary, is able to simply query price changes, update the price index, and report discrepancies to the City in a timely fashion.

In conclusion, continuing to utilize a dynamic price model such a discount from CDW•G's NAP keeps the City's evaluation an apples and oranges comparison, and allows the City to see more savings, faster. Even if a discount percentage is in the single digits (as noted in the CDW•G NAP Model above) it packs the offer with greater savings than that offered by the high discount, low realized savings MSRP model.

We commend the City for continuing sound procurement practices, such as requiring vendors to complete the Attachment A market basket. This deliverable provides the City a realistic price comparison, evaluating actual savings, as compared to perceived savings. However, as this market basket covers only a minimal portion of the discount categories requested, we encourage you to bear in mind our explanation above when considering each vendor's overall price offering.

16. Describe what other services you offer that would be applicable to this contract (e.g., leasing/financing, services, maintenance, implementation, design, analysis, training, repair, etc.)

Leasing/Financing

CDW•G has a department dedicated solely to assisting our customers with their leasing needs. Much like our product offering, we take a vendor agnostic approach and focus on providing the best options in the industry, and not simply the latest solutions from a single provider. CDW•G's leasing team can work with the City to find the best leasing option that fits within any unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing, the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. Finally, you can protect the City from advancing technology. With a lease, you can choose to add to your lease term; and once you choose to end the lease you often have the option between purchasing or returning the equipment.

Maintenance

CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements (conterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification training
- Help desk services

Implementation

Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-

configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

Design

Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and can perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

Consulting/Analysis

Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.

Training

CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focuses on designing bullet- proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

Repair



In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:

- Acer
- Apple
- Fujitsu
- HP
- IBM
- Lenovo
- Service Net
- Sony
- Toshiba

Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.

Tab Six



B. Price Proposal

CDW·G PEOPLE WHO GET IT

B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.

CDW•G offers an additional 2% discount beyond the applicable category discounts for all HP products.

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 1 Systems		
1.	Desktops	2.00%
2.	Notebooks	2.00%
3.	Tablets	2.25%
4.	Servers (1 Processor, 2, Processor, 4+Procesor, Blade, Tower, Unix, Handhelds, etc.)	2.25%
Group 2 Input Devices		
5.	Keyboards	3.50%
6.	Mice	3.50%
7.	Imaging Scanners	4.50%
8.	POS Scanners	4.50%
9.	Pointing Devices	3.50%
10.	Bar Code Readers	3.50%
11.	Audio Input	3.50%
12.	Input Adapters	3.50%
13.	PC and Network Cameras	3.75%
14.	Input Cables	8.00%
15.	Input Accessories	3.50%
Group 3 Output Devices		
16.	Displays	3.25%
17.	Printers	3.50%
18.	Inkjet Printers	3.50%
19.	Inkjet Photo Printers	3.50%
20.	Laser Printers	2.25%
21.	Label Printers	3.50%
22.	Dot Matrix Printers	2.25%
23.	Multi-Function Printers	2.25%
24.	Wide Format Printers	2.25%
25.	Multi-Function Inkjet Printers	2.25%
26.	Wide Format Printers	2.25%
27.	Fax Machine Printers	2.25%
28.	Printer Accessories	3.75%
29.	Projectors	3.25%
30.	Projector Accessories	3.25%
31.	Audio Input	2.25%
32.	Video Cards	2.25%
33.	Sound Cards	2.25%
34.	Output Accessories	2.25%
35.	Printer Consumables	2.25%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 4 Memory		
36.	Desktop	5.00%
37.	Flash	4.25%
38.	Networking	4.25%
39.	Notebook	5.00%
40.	Printer/Fax	4.25%
41.	Server	4.25%
Group 5 Storage Devices		
42.	Adapters Fibre Channel	3.50%
43.	Adapters FireWire/USB	3.50%
44.	Adapters IDE/ATA/SATA	3.50%
45.	Adapters RAID	3.50%
46.	Adapters SCSI	3.50%
47.	Bridges & Routers	3.50%
48.	Disk Arrays	3.50%
49.	Disk Arrays JBOD	3.50%
50.	Drives Magneto-Optical	3.50%
51.	Drives Removable Disk	2.75%
52.	Fiber Channel Switches	3.50%
53.	Hard Disks External	2.75%
54.	Hard Disks Fibre Channel	3.50%
55.	Hard Disks IDE/ATA/S	2.75%
56.	Hard Disks Notebook	2.75%
57.	Hard Disks SCSI	2.75%
58.	Networking Accessories	2.75%
59.	Optical Drives CD-RO	2.75%
60.	Optical Drives CD-RW	2.75%
61.	Optical Drives DVD/C	2.75%
62.	Optical Drives DVD-R	2.75%
63.	Storage Accessories	2.75%
64.	Storage NAS	3.50%
65.	Storage SAN	3.50%
66.	Tape Autoloaders AIT	3.50%
67.	Tape Autoloaders DAT	3.50%
68.	Tape Autoloaders DLT	3.50%
69.	Tape Autoloaders LTO	3.50%
70.	Tape Drives 4mm	3.50%
71.	Tape Drives 8mm/VXA	3.50%
72.	Tape Drives AIT	3.50%
73.	Tape Drives DAT	3.50%
74.	Tape Drives DLT	3.50%
75.	Tape Drives LTO/Ultrium	3.50%
76.	Tape Drives SDLT	3.50%
77.	Tape Drives Travan	3.50%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 6 Network Equipment		
78.	10/100 Hubs & Switch	2.75%
79.	Bridges and Routers	2.75%
80.	Gigabit Hubs & Switches	2.75%
81.	Concentrators and Multiplexers	2.75%
82.	Hardware Firewalls	2.75%
83.	Intrusion Detection	2.75%
84.	KVM	2.25%
85.	Modems	2.75%
86.	Network Test Equipment	2.75%
87.	Network Adapters	2.75%
88.	Network Cables	8.00%
89.	Network Accessories	2.75%
90.	Repeaters and Transceivers	3.25%
91.	Wireless LAN Accessories	2.75%
92.	Token Authentication	15.00%
93.	10G Fiber Optic Transceivers	3.25%
94.	1G Fiber Optic Transceivers	3.25%
Group 7 Software		3.25%
95.	Licensing Packages (i.e., Microsoft Open Value, Microsoft EES)	3.25%
96.	Licensing Backup	3.25%
97.	Licensing Barcode/OC	3.25%
98.	Licensing Business Application	3.25%
99.	Licensing CAD/CAM	3.25%
100.	Licensing Cloning	3.25%
101.	Licensing Computer Services	3.25%
102.	Licensing Database	3.25%
103.	Licensing Development	3.25%
104.	Licensing Entertainment	3.25%
105.	Licensing Financial	3.25%
106.	Licensing Flow Chart	3.25%
107.	Licensing Graphic Design	3.25%
108.	Licensing Handheld	3.25%
109.	Licensing Network OS	3.25%
110.	Licensing OS	3.25%
111.	Licensing Personal Organization	3.25%
112.	Licensing Presentation	3.25%
113.	Licensing Reference	3.25%
114.	Licensing Report Analysis	3.25%
115.	Licensing Spreadsheet	3.25%
116.	Licensing Utilities	3.25%
117.	Licensing Warranties	3.25%
118.	Licensing Web Development	3.25%
119.	Licensing Word Processing	3.25%
120.	Software Backup	3.25%
121.	Software Barcode/OCR	3.25%
122.	Software Business Application	3.25%
123.	Software CAD/CAM	3.25%
124.	Software Cloning	3.25%
125.	Software Computer Services	3.25%
126.	Software Database	3.25%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 7 Software Continued		
127.	Software Development	3.25%
128.	Software Entertainment	3.25%
129.	Software Financial	3.25%
130.	Software Flow Chart	3.25%
131.	Software Graphic Design	3.25%
132.	Software Handheld	3.25%
133.	Software OS	3.25%
134.	Software Personal Organization	3.25%
135.	Software Presentation	3.25%
136.	Software Reference	3.25%
137.	Software Report Analysis	3.25%
138.	Software Spreadsheet	3.25%
139.	Software Utilities	3.25%
140.	Software Warranties	3.25%
141.	Software Web Development	3.25%
142.	Software Word Processing	3.25%
Group 8 Media Supplies		3.75%
143.	Media 4mm Tape	3.75%
144.	Media AIT Tape	3.75%
145.	Media DAT Tape	3.75%
146.	Media DLT Tape	3.75%
147.	Media LTO/Ultrium Tape Drive	3.75%
148.	Media Magneto-Optical	3.75%
149.	Media Optical	3.75%
150.	Media SLR Tape	3.75%
151.	Media Travan Tape	3.75%
152.	Media VXA Tape	3.75%
153.	Media Zip	3.75%
Group 9 Collaboration and IP Telephony		
154.	IP Phones	2.75%
155.	Video Conferencing products	2.75%
156.	Voice Gateways/Servers	2.75%
157.	Headsets	2.75%
158.	Audio conferencing products	2.75%
159.	Analog phones	2.75%
160.	accessories	2.75%
Group 10 Other		
161.	Advanced Integration	2.00%
162.	Asset Disposal	2.00%
163.	Asset Management	5.00%
164.	Cables	8.00%
165.	Cables Custom	8.00%
166.	Cables Printer	8.00%
167.	Complex Warranties	2.00%
168.	Desktop Accessories	5.00%
169.	Display Accessories	3.25%
170.	Electronic Services	N/A%
171.	Handheld Accessories	5.00%
172.	Imaging Accessories	3.75%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 10 Other continued		
173.	Imaging Camcorders	3.75%
174.	Imaging Digital Cameras	3.75%
175.	Internal Lab Service	N/A%
176.	Lab Fees	2.00%
177.	Managed Services	2.00%
178.	Miscellaneous Solutions	N/A%
179.	Mounting hardware for vehicles	4.00%
180.	Networking Warranties	2.00%
181.	Notebook Accessories	4.00%
182.	Notebook Batteries	3.75%
183.	PC Lab Order Services	N/A%
184.	POS Accessories	3.50%
185.	POS Displays	3.25%
186.	Power Accessories	2.25%
187.	Power Surge Protection	4.00%
188.	Power UPS	2.25%
189.	Server Accessories	2.25%
190.	Service charge	N/A%
191.	System Components	4.25%
192.	Training Courses	2.00%
193.	Training Reference Manuals	2.00%
194.	Warranties Electronic	2.00%
Group 10 Additional Proposed Categories		
202	iPad/Tablet Stylus	5.000%
203	Mouse/Wrist Pads	5.000%
204	Security Locks and Hardware	20.000%
205	Tools	5.000%
206	Document Scanner Accessories	3.750%
207	Flatbed Scanners	3.750%
208	Mobile Scanners	3.750%
209	Network Scanners	3.750%
210	Sheetfed Scanners	3.750%
211	Wide Format Scanners	3.750%
212	Workgroup/Departmental Scanner	4.500%
213	Build to Order Desktops	2.250%
214	Nettop	2.250%
215	Point of Sale	2.250%
216	Ultra Small Form Factor	2.250%
217	Apple Mac Memory Upgrades	4.250%
218	Chips/SIMMs/SIPPs/ROMs	4.250%
219	Computer Cases	4.250%
220	CPUs/Fans	4.250%
221	Memory Accessories	4.250%
222	Motherboards/Chassis	2.750%
223	1-2 Port Serial Boards	2.750%

224	3+ Port Serial Boards	2.750%
225	Console Server	2.750%
226	Device Server	4.000%
227	Terminal Servers	2.750%
228	Content Management	2.750%
229	Firewall/VPN Appliances	2.750%
230	Multifunction Security Applian	2.750%
231	Network Camera Accessories	2.750%
232	Network Cameras	2.750%
233	Physical/Environment Security	2.750%
234	Security Appliance Accessories	15.000%
235	Security Tokens	2.750%
236	Unified Threat Management	2.750%
237	2-Way Radios/Walkie Talkies	3.500%
238	Apple Notebooks	2.250%
239	Convertible PCs/Slate PCs/iPAD	2.250%
240	iPAD	2.000%
241	Slate Tablet Computers	2.000%
242	GPS/PDA	4.250%
243	Wireless Communication Devices	3.000%
244	Batteries	3.750%
245	Power Supplies/Adapters	2.250%
246	Rackmounting Equipment	2.250%
247	Remote Power Management	2.250%
248	Surge Suppressors	4.000%
249	UPS/Battery Backup	2.250%
250	14" & Smaller LCD Display	3.250%
251	15-19" LCD Display	3.250%
252	15-19" Wide LCD Display	3.250%
253	15-19" Wide LED Display	3.250%
254	20-30" LCD Display	6.000%
255	20-30" Wide LCD Display	3.500%
256	20-30" Wide LED Display	3.250%
257	PCoIP and Zero Client Displays	3.250%
258	Arm Mounts	3.250%
259	Ceiling Mounts	3.250%
260	Combo Mounts	3.250%
261	Desktop Stands/Risers	3.250%
262	Flat Wall Mounts	3.250%
263	Mount Accessories	3.250%
264	Pole Display	3.250%
265	Stands/Carts/Feet	3.500%
266	Tilt Wall Mounts	3.250%

Group 11 Services – Offerors may offer a discount off list price or an hourly rate. Pricing may vary by manufacturer and by region of the country. Offerors should indicate any manufacturer and regional variances.

195.	Design and Analysis		%
196.	Configuration		%
197.	Implementation	Please see below for our services offering	%
198.	Installation		%
199.	Training		%
200.	Maintenance and Support		%
201.	Additional Services Offered (On a separate page list the additional services offered and their applicable discount)		%

Additional Services

Service	Standard Rate	Discount from Standard Rate
Converged Infrastructure Services Rates		
UCCe, Telepresence, Video, Webex Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 250.00	1%
Senior Consultant	$ 225.00	1%
Consultant	$ 200.00	1%
UCCx, UC, Unity, CME Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 225.00	1%
Senior Consultant	$ 200.00	1%
Consultant	$ 175.00	1%
Wireless, DLP, Physical Security Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 225.00	1%
Senior Consultant	$ 200.00	1%
Consultant	$ 175.00	1%
R/S, UCS, Nexus, Security Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 225.00	1%
Senior Consultant	$ 200.00	1%
Consultant	$ 175.00	1%
Cross Practice Services Rates		
Program Manager	$ 225.00	1%
Technical Writer	$ 75.00	1%
Trainer	$ 175.00	1%
Associate	$ 160.00	1%
Travel Rate	Hourly Uplift	
	$ 35.00	1%
MS Unified Communications Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 200.00	1%
Senior Consultant	$ 185.00	1%
Consultant	$ 175.00	1%
MS Information Worker Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 195.00	1%
Senior Consultant	$ 185.00	1%
Consultant	$ 175.00	1%
MS Server and Security Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 200.00	1%

Senior Consultant	$	180.00	1%
Consultant	$	165.00	1%
MS Monitoring and Management Services Rates			
Project Manager	$	185.00	1%
Architect	$	200.00	1%
Senior Consultant	$	180.00	1%
Consultant	$	165.00	1%
Citrix/VMware Services Rates			
Project Manager	$	185.00	1%
Architect	$	225.00	1%
Senior Consultant	$	200.00	1%
Consultant	$	180.00	1%
NetApp/EMC Services Rates			
Project Manager	$	185.00	1%
Architect	$	250.00	1%
Senior Consultant	$	225.00	1%
Consultant	$	200.00	1%
IBM I, P, Z, TSM Service Rates			
Project Manager	$	185.00	1%
Architect	$	250.00	1%
Senior Consultant	$	225.00	1%
Consultant	$	200.00	1%
Lotus/Websphere Services Rates			
Project Manager	$	185.00	1%
Architect	$	190.00	1%
Senior Consultant	$	180.00	1%
Consultant	$	165.00	1%
Other Manufacturer Solutions			
Project Manager	$	225.00	1%
Architect	$	250.00	1%
Senior Consultant	$	225.00	1%
Consultant	$	175.00	1%

REVISED ATTACHMENT A: SAMPLE ITEMS LIST

NOTE: For each item listed below, offeror should fill in the yellow cells only. In the "Unit Price Before Discount" column, offeror should enter the unit price for the specified item before their discount is applied. In the "Discount" column, offeror should enter the discount that they are proposing to offer for the specified item. The discount entered in the "Discount" column should match the discount that offeror identified on the Price Page. The "Unit Price After Discount" column will autopopulate based on the entries in the two preceding columns.

Note: For the sole purpose of helping to identify the sample items below, the CDW-G Part # is also being provided for each item.

Item #	Description	Brand	Manufacturer's Part Number	CDW-G Part Number	UNIT PRICE BEFORE DISCOUNT	DISCOUNT	UNIT PRICE AFTER DISCOUNT
1	PLUG-IN DOCK AND LOCK 30 DRAWER CAB	PLUG-IN STORAGE SYSTEMS	4852-L-30	935042	$ 4,921.66	20.0000%	$ 3,937.33
2	GARMIN GPS 18X USB SENSOR	GARMIN	010-00321-31	1441195	$ 84.99	4.2500%	$ 81.38
3	KEN UNIV DOCK STAT SD400V VID/ENET	KENSINGTON	K33926US	1822378	$ 129.67	4.0000%	$ 124.48
4	RSA BASE SW LIC BTW 155-250	RSA SECURITY	APP0000250B	1016651	$ 64.83	3.2500%	$ 62.72
5	GARMIN FLANGE MOUNT	GARMIN	010-10453-00	914063	$ 18.94	4.2500%	$ 18.14
6	HP SB LA2205WG 22" WIDE DVI DP HA	HEWLETT-PACKARD	NM274A8#ABA	1906059	$ 192.51	3.5000%	$ 185.77
7	CRUCIAL 1GB 184PIN DDR PC3200	CRUCIAL TECHNOLOGY	CT12864Z40B	635238	$ 26.92	5.0000%	$ 25.57
8	FUJITSU FI-6770A FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B035	1533003	$ 5,984.99	4.5000%	$ 5,715.67
9	HP OFFICEJET 100 MOB PRINTER-L411A	HEWLETT-PACKARD	CN551A#B1H	2374450	$ 226.42	3.5000%	$ 218.50
10	FUJITSU FI-6770 FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B105	1532992	$ 5,611.93	4.5000%	$ 5,359.39
11	BELKIN USB A/A EXT CAB M/F IMAC 10'	BELKIN	F3U134-10-CBL	141310	$ 10.96	8.0000%	$ 10.08
12	CRUCIAL 1GB DDR2 PC2-6400	CRUCIAL TECHNOLOGY	CT12864AA80	1269183	$ 16.95	5.0000%	$ 16.10

CDW PEOPLE WHO GET IT

13	CRUCIAL 1GB 200PIN SODIMM PC2700	CRUCIAL TECHNOLOGY	CT12864X335	657427	$	32.91	5.0000%	$ 31.26
14	RSA SID700 60SEC 3YR 100 PACK	RSA SECURITY	SID700-6-60-36-100	1033112	$	5,535.12	15.0000%	$ 4,704.85
15	HP SB 6300 I3-2120 500GB 4GB W7P	HEWLETT-PACKARD	B5N08UT#ABA	2745728	$	642.38	2.0000%	$ 629.53
16	NEC 2190UXP 21.3" DVI HA	NEC	LCD2190UXP-BK	993067	$	849.99	6.0000%	$ 798.99
17	APC SMRTUPS 1500VA USB/SER RM 2U	APC	SUA1500RM2U	468489	$	650.36	3.2500%	$ 629.22
18	ERGOTRON DUAL LCD STAND VERT <24"	ERGOTRON	33-091-200	210326	$	266.32	3.5000%	$ 257.00
19	APC UPS NETWORK MANAGEMENT CARD 2	APC	AP9631	1745320	$	435.90	3.2500%	$ 421.73
20	CRUCIAL 1GB DDR2 PC5300 240PIN DIMM	CRUCIAL TECHNOLOGY	CT12864AA667	727405	$	14.95	5.0000%	$ 14.20
21	TRIPP ISOBAR SURGE 4 OUTLET 6FT CORD	TRIPP LITE	ISOBAR4ULTRA	024586	$	51.86	4.0000%	$ 49.79
22	APC SMART UPS 2200VA RM/TWR	APC	SUA2200XL-NETPKG	1594908	$	1,453.35	3.2500%	$ 1,406.12
23	TRENDNET 10/100TX-100FX FIB CONVERT	TRENDWARE INTERNATIONAL	TFC-110S15I	1563443	$	115.70	3.2500%	$ 111.94
24	IBM LTO4 ULTRIUM 4 BAR CODE LABELED	IBM	95P4437	1319661	$	29.92	3.7500%	$ 28.80
25	RSA SID700 60SEC 3YR 50 PACK	RSA SECURITY	SID700-6-60-36-50	1035736	$	2,770.05	15.0000%	$ 2,354.54
26	LANTRONIX EDS8PR 8PT TRMNL SRVR	LANTRONIX	EDS00812N-01	1183723	$	546.62	4.0000%	$ 524.76
	GRAND TOTAL							**$ 27,717.87**

CDW PEOPLE WHO GET IT

2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

Under the contract, individual clients who purchase significantly larger amounts may qualify for an additional discount on individual purchases. Additionally, as a partner on the contract, CDW-G will be leveraging its influence on manufacturer partners for additional cost saving programs based on contract spend.



CDW•G Exclusive Savings. CDW•G offers contract purchasers an additional 2% discount for all HP products.

One of the updates to our price offering to the City that we are most excited to offer contract purchasers, is deep additional HP discounts. CDW•G recognized on the current contract, HP products are what agencies continue to purchase the most. In fact, HP sales are almost three times higher than the second highest OEM sales. We realized this was a potential for even greater savings for our customers, and as an HP Premier Partner, CDW•G negotiated an even lower discount for the new contract. At present, we will be offering all HP branded items at an additional 2% discount over and above the standard contract discount. This discount is only for CDW•G customers, and is exclusive to the City's contract.

With our dedicated Account manager model, CDW•G Account Managers are tasked with providing exceptional customer service and excellent value to each customer who purchases from National IPA. With that goal in mind, if a customer were to forecast larger quantities, the Account manager will work with manufacturer partners on behalf of his/her customer to achieve greater than contract discounts. The discounts and effective savings will be dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

CDW•G does not offer prompt payment discounts.

4. Will payment be accepted via commercial credit card? _____Yes _____No

Yes, we accept commercial credit card payments.

a. If yes, can commercial payment(s) be made online? _____Yes _____No
b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

Yes, customers can make online commercial payments. We have trading partnerships with credit card processing companies; our customers do not directly incur any fees associated with these transactions.

5. Does your firm have a City of Tucson Business License? _____Yes _____No

CDW•G does not currently have a City of Tucson Business License, but we have applied for one. We will happily provide this to the City once we receive.

Tab Seven



C. Qualifications and Experience

CDW·G PEOPLE WHO GET IT

C. Qualifications and Experience

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are segmented by sector, which allows us to provide our each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more than 100,000 top name-brand technology products from more than 1,000 leading IT manufacturers. Our two state of the art distribution centers are capable of handling 141,000 shipments daily, out of a combined area of almost one square mile. We utilize a just-in-time inventory system to ensure we have the products in stock and ready to ship, and send them out to our customers with a 99.7% shipping accuracy.

We launched our e-commerce website in 1995, as an additional avenue to service our customers. In May 2012, CDW•G was ranked No. 10 on the list of America's largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide for the third consecutive year.

Though our selection of product is very wide, CDW•G delivers more than just product; we also deliver IT solutions. We offer a full spectrum of technology services including cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

Our intricate offering coupled with our customer-centric business model, is the reason for our success. A testament to this success is our continued upward sales trend, totaling over ten billion in 2012.



Nationwide Coverage. 1,360 CDW•G coworkers serving our customers

2. Provide the total number and location of sales persons employed by your firm.

CDW•G currently employs more than 1,360 coworkers, part of our larger organization of 6,900 employees nationwide and in Canada, with 43 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

3. Provide the number and location of support centers (if applicable).

When CDW•G was awarded the City's contract in 2008 we had offices in five states and Canada. Since this time, we have drastically expanded our location

portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.

4. Provide your firm's annual sales for 2009, 2010, and 2011.

Below you can see evidence of CDW Corporation's sales growth, and our growth on the contract as well. You will note that since the recession of 2009, CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. Also notable, the growth rates of National IPA exceeding the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

Explosive Sales Growth						
Year	Annual Revenues			YOY Growth		
	National IPA ($ Millions)	CDW•G ($ Billions)	CDW ($ Billions)	National IPA	CDW•G	CDW
2009	21.7	3	7.2	443%	3.5%	-11.1%
2010	44.1	3.6	8.8	103%	20.0%	22.2%
2011	83.3	3.8	9.6	89%	5.6%	9.1%
2012	99.4	4.0	10.1	19%	7.1%	5.5%

5. Please submit your FEIN and Dunn & Bradstreet report.

CDW•G FEIN: 36-4230110
Dun & Bradstreet numbers:

CDW Corporation 107627952
CDW Government, Inc. 026157235

We include our reports in a separate, confidential file.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitations. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.

As detailed previously, CDW•G holds a number of similarly structured contracts, including AEPA, NJPA, and TCPN, among others. These are contracts we not only currently held, but have held simultaneously while managing the City's current contract. For our references we provide customers that can attest to our abilities of both managing this contract, and to addressing and meeting their needs as our customer. We provide contact information for these customers in a separate, confidential file.

University of Arizona

Address: The University of AZ Purchasing USA Building 300A, 5th Floor Tucson, AZ 85721
Dates of Service: July 1989 – present
Summary of Service: Currently one of the top purchasers of the City's contract, the University relies on their CDW•G Account Manager to help find the contract's best solutions for many of their technology needs.

Hillsborough County

Address: 601 E. Kennedy Blvd. Tampa, FL 33602
Dates of Service: November 1996 – present
Summary of Service: Hillsborough County has a number of mandatory statewide contracts they must use for their IT purchases. For most other purchases, they turn to the City's contract.

Lee County

Address: 1825 Hendry St Fort Myers, FL 33901
Dates of Service: August 1993 – present
Summary of Service: Like Hillsborough, Lee County only cooperative contract they purchase from is the City's. They utilize the full scope of the contract offering.

7. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.

CDW•G's customer service structure is beneficial to contract purchasers, in that each agency has its own dedicated Account Manager acting as the primary service representative. However, due to the large number of Account Managers dedicated to this contract, it is not feasible to provide the requested information for each. Therefore, we provide the credentials for your lead customer service representative for the contract, your point of contact for contract management, and the City's own dedicated Account Manager.



Pat O'Brien, Sales Manager

Phone: 877.898.2997
Email: patobri@cdwg.com
Organization: Reports to David Hutchins, VP of State and Local Government Sales
Contract Role and Experience: Pat acts as the City's main point of contact for all customer related aspects of this contract. He assists in driving contract opportunities by meeting with customers, attending conferences, assisting with marketing initiatives, and training his sales team on the contract. Additionally, he acts as the point, should any customer issues need escalated.

Pat has supported our customers for over 11 years, seven years within a manager capacity. Within his eleven years, he has supported government, education, and healthcare customers, allowing him to provide adept assistance to any customer utilizing the contract. Pat has also led this contract from a sales perspective since day one.



Wilson Garcia, Program Manager

Phone: 877.898.2997
Email: wilsgar@cdw.com
Organization: Reports to Amanda Ewertowski, Sr. Program Manager, who reports to Tara Barbieri, Director of Program Sales
Contract Role and Experience: Wilson acts as the City's main point of contact for all contract management related aspects of this contract. He assists Account Managers with new member set-up, contract page issues, and assists with Account Manager training. Additionally, he provides the City and National IPA contract reports and Quarterly Business Reviews.

Wilson has acted in a Program Manager capacity with CDW•G since 2005. He utilizes his Masters of Public Administration degree and background in the government sector to continue to provide our customers the level of service and compliance their contracts both need and deserve. Like Pat, Wilson has supported the City's contract since its inception.



Derrick Graff, Sr. Account Manager

Phone: 866.339.7079
Email: derrgra@cdwg.com
Organization: Reports to Pat O'Brien, Sales Manager
Contract Role and Experience: Derrick is the City of Tucson's own dedicated Account Manager. He assists the City with any of your technology procurement needs, whether utilizing your own contract, or not. He promptly responds to orders, acts as a subject matter expert for the City's specific technology needs, and collaborates with manufacturer support to provide you the best-valued solutions.

Derrick has assisted CDW•G's government customers for over five years. Derrick knows the importance of providing knowledgeable insight to his customers, and thus continually focuses on Manufacturer training, acquiring certifications in HP, Cisco, Microsoft, Panasonic, VMware, NetApp, EMC, and Symantec. He combines this knowledge and experience to provide the City a high level of support for your contract.

City of Peoria Information Technology

Address: 8401 W. Monroe St. Peoria, AZ 85345
Dates of Service: December 1998 – present
Summary of Service: The City of Peoria recently placed a large purchase of Toughbooks through CDW•G on the National IPA Panasonic contract, a contract which we partner with Panasonic. This purchase was a refresh project. The City purchased the same products from CDW•G three years prior and were highly satisfied with both the Panasonic products, and the service they receive from CDW•G.

Navajo County

Address: 100 E Code Talkers Drive South HWY 77 Holbrook, AZ 86025
Dates of Service: May 1992 – present
Summary of Service: Navajo County is a National IPA member and frequently uses the City's contract for their technology needs.

Mohave County
Address: 700 W Beale St Kingman, AZ 86402
Dates of Service: September 1993 – present
Summary of Service: Mohave County utilizes a number of cooperative contracts, including National IPA. Derrick assists them in determining which of these contracts fits the needs of each project the best.

8. Provide information regarding if your organization ever failed to complete any work awarded.

At the time of submission and to the best of our knowledge, CDW•G has never had a contract terminated for cause.

9. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Though CDW•G has been involved in litigation none has or is expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies. We reorganized with new ownership in August 2007, resulting in transition from a publically traded company to a return to the private sector.

Tab Eight



D. Technology

CDW·G PEOPLE WHO GET IT

D. Technology

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
    a. to search for products
    b. to find alternate products (if a certain product is not available)
    c. to perform side-by-side price comparison of products
    d. to order products
    e. to order products in advance (i.e., how far in advance of required delivery date can an order be placed?)
    f. to track order status, to include backordered items
    g. to determine when an item was received and who received it
    h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
    i. to create approval paths/levels for orders, to include creating an approval path for restricted items
    j. to create a “favorites” list or other personalized list of frequently ordered items
    k. to create a “shared” list for an agency to use
    l. to obtain online customer service
    m. to receive online training
    n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
    o. to track their budget for purchases
    p. to generate reports

Each Agency utilizing the contract has their own customized CDWG@work extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to contract users at no additional cost.

We have enabled more intetactive information about updates to the website via http://www.cdwsiteinfo.com/ . In January 2013 we released a CDW•G Specific Site BLOG via http://www.cdwsiteinfo.com/category/about-our-site/blog/cdw-g/.



This BLOG includes a site overview as a movie and PDFs describing all the value added features, including:

- Streamline the ordering process
- Facilitate product standardization
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users

- Maintain customized catalog(s)
- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in Excel format
- Access online chat support

Our web capabilities provide an extra level of convenience, customization, and efficiency for all users. Our award-winning e-Procurement tool brings customers:

Speed — Customers can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized purchasers can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products. Consolidating purchases through our "one-stop shop" saves customers both time and money.

Information — Our extranets provide the industry's most comprehensive suite of e-Procurement tools to gather the breadth and depth of detail to help make the right purchasing decisions. The site puts customers in direct contact with their Account Manager who can personally guide with suggestions and recommendations to help make informed purchase decisions.

Reporting — As a rich source of detail on purchase history, license agreements, and asset tracking, CDWG@work lightens the burden of report generation. This customizable extranet is a productivity-enhancing tool, giving the exact detail customers require whenever they need it. As detailed in Question #10 of this section, customers can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files.

The value-added benefit of a customized extranet is the ability to manage data and information that will enable customers to make more cost-effective decisions. It also reduces the administrative and purchasing costs involved in procurement.

Extranet Features

We provide specific features of a customized extranet below:

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

Agencies can view the City's contract pricing, right from their extranet. City of Tucson contract users can view all eligible contract pricing as they shop. Their extranet automatically provides their special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Account Team — Access Expert Support with a Personal Touch

CDWG@work allows customers to work directly with your dedicated Account Manager and team of sales support, as well as customer service professionals and certified technicians during every step of the purchasing cycle. CDWG@work displays pictures of the customer's Account Team, view their contact information and check their availability in and out of the office.

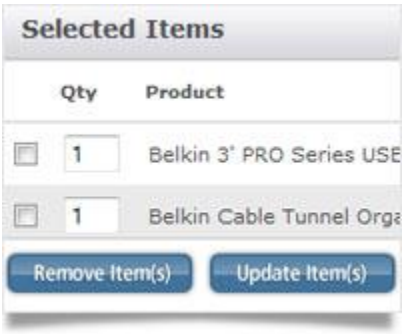
Online Quotes — Create, Review and Place Orders in Minutes

Purchasers can review quotes online just moments after their Account Manager create it. From here, users can print it, forward it to colleagues or manager for pre-authorization, or convert it to a live order. This feature also lets customers create their own quote right from their shopping cart, in addition to viewing contracts, volume and bid pricing online.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This CDWG@work capability enables agencies to customize their extranet home page to show the products and configurations their organization uses, and to streamline standard product orders. They can choose a variety of formats to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there is no guesswork when making repeat purchases on your standardized solutions. CDWG@work also allows customers to perform quick product searches and to "comparison shop" by viewing side-by-side, detailed product descriptions before they even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

Catalogs and Custom Catalogs – Limit Product Purchase Rights

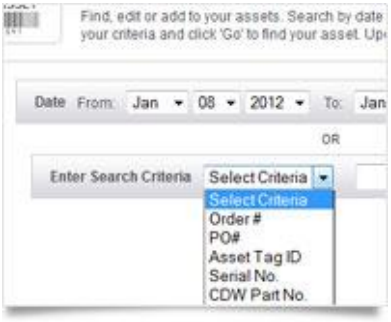


Compare Products. Easily compare products to find the best product for your needs.

The catalog feature allows agencies to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of end-users based on: Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords that drive the Search Engine are also available to search for product. This allows purchasers to refine items listed before making them a part of their agency's custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of end users and help keep IT budgets on only the standard of items approved.

Asset Management — Follow Asset-Tagged Hardware throughout Agencies

CDWG@work provides an online asset management tool to track asset tagged products. Products are searchable by serial number, order number, date of purchase, product description, warranty length, invoice number, or location. Users can even create their own custom fields and add or enter products purchased from other vendors. This extranet feature also allows customers to modify their records to reflect the transfer of equipment from one location to another, a real plus for customers with multiple locations. Asset Management then lets the user create and download a detailed report of their hardware assets.



Manage Assets. Track all your products, even those not purchased at CDW•G

Account Linking — View, Place and Track Orders from Multiple Addresses

Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple purchases from disparate locations by centralizing the purchasing process, yet offering the flexibility to place and track orders by address and location.

My Purchases — Track Order Status and Purchasing History Instantly



Track Purchases. Track order and view invoices conveniently from one location.

This feature offers a full breadth of tools to track order status, purchasing history and financing options. Original invoices can be printed; giving a view into outstanding balances and invoices, credits, adjustments and/or payments. Agencies can download their purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets users automatically save this data in spreadsheet or database applications. Authorized users can readily search their order, get a tracking number, check shipping status, and request a Return Merchandise Authorization (RMA).

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

CDWG@work also automates the approval process. PAS enables customers to restrict their employees' purchasing power and to automate required approvals before they place any order. PAS bypasses the laborious step of having a purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems, which can all function independently for many departments/locations within the procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on their extranet.



Monitor Purchases. PSA removes the need for a purchasing admin to personally place each order.

Product Finders — Easily Find the Right Accessories and Supplies

CDWG@work and CDWG.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions, and other devices. Customers can also search for desktops and notebooks. Product Finders guides to the technology solutions that fit agencies needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.

2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD", a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.

The City can review the current contract's CDW•G Premium Page at www.cdwg.com/nationalipasolutions. When placing an order, agency members log into their own personal CDW•G Extranet to complete the procurement. This account is available twenty-four hours a day, seven days a week. On this site, agencies can compare products, quickly find compatible accessories, and select from a number of shipping options. However, this account offers more than just ordering functions. Agencies can track spend history, manage assets, and create customized reports. If they are in need of customer service assistance, they can reach their account manager, chat with or email a representative, and even place an RMA request. For an Extranet tour, visit http://www.cdwsiteinfo.com/extranet-video/.

The Extranet is not the only site we offer helpful tools to our customers, our main page, cdwg.com has a plethora as well. For a tour of this site's functionalities, visit http://www.cdwsiteinfo.com/cdw-site-tour/.

CDW•G will continue to build new e-Procurement solutions and feature enhancements based on customer feedback. We strive to regularly incorporate new features and capabilities that ease inventory headaches.

3. Describe any national awards and/or other recognition that your website has received.

In May 2012, CDW•G was ranked No. 10 on the list of America's 500 largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide for the third consecutive year.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

CDW•G does not have any scheduled extranet down time. Our website's availability is above 99.95%. We are constantly imaging and activating revisions while the site is fully operational. CDW•G works to ensure that there is redundancy in place to minimize any risk of downtime for contract purchasers.

We typically inform our customers of scheduled extranet outages 24-48 hours in advance. When these outages must occur, which is not often, we tend to schedule them on weekends when there is the least impact on the customer. In 2012, our site was only down for maintenance Sunday during the week of 4th of July and Sunday before Labor Day in September. We are capable of advising customers of any significant change (SSL Certificate Update, Change in IP block being used, major look and feel update) 45 days ahead of the scheduled change. Customers can let their Account team know if they would like to be added to this notification list.

5. Does your website offer real time product availability?

Yes, most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Our channel distributor partners send us daily EDI downloads, which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Using a Just-In-Time inventory management system, our purchasing department excels at keeping a one-to four-week supply of products in our distribution centers (depending on current sales volume trends for each product). We scan inventory as it enters the distribution center, as it moves through the fulfillment

process, and before it leaves the centers. This allows us to maintain near perfect inventory accuracy. The system processes and transmits each scan in real-time, providing immediate inventory updates.

6. Does your website offer order size incentives? For example, if an order reaches a certain amount, is there a discount that is offered and, if so, how is that conveyed to the customer?

No, our site does not currently offer order size incentives. However, due to the relationships our Account Managers have with their customers, they are often engaged in large purchases from the onset, and work with our Manufacturer partners to gain further cost savings. In rare instances where an Account Manager not be engaged in the process prior to the order being placed, they review all orders that would potentially fall within this category, and would address the potential savings at that time.

7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

The CDW•G website generates customer email confirmations for events including quote and order confirmations, notification of back orders, as well as shipment notifications. Customers can enroll in paperless billing to receive all invoices via email, and they can schedule an email reminder to order the products frequently used. Additionally, order status information is available 24 hours a day on the customer's CDW•G Extranet.

8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

Wilson Garcia, your dedicated Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA. Should a new member need immediate access to the contract, CDW•G Account Managers have been trained to request the new member forward them the confirmation they receive from National IPA. The Account Manager then provides this confirmation and the customer's CDW•G account number to Wilson, who immediately adds them to the system for contract access. If the agency does not already have an Extranet account, there are a few short steps for them to create an account. Once the customer creates their account, they simply log on to access the contract. Account Managers provide any registration assistance.

9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.

Your Program Manager, Wilson Garcia, works with the City and National IPA to customize the contract site as detailed in this requirement. As detailed previously, the site currently displays the National IPA logo, displays a customized message, highlights appropriate products, and has fields named as specified by the City.

Agencies customized extranet home page will provide authorized users with quick and easy access to the following features:

Quick Cart – Enables users to add items directly to their cart by typing in the CDW part number.

Account Team – Displays the "In/Out" status of your dedicated Account Manager and provides immediate and direct access to your dedicated Account Manager via phone fax and email. Also, provides a link to your entire dedicated Account Team.

News – Provides additional information on extranet tools and enhanced features.

Promotions and Updates - Shows current promotions and updates to technology solutions.

Featured Products – Highlights specific products and solutions.

Recent Orders – Displays information for orders for the past 45 days including order status, purchase date, purchase order number, purchaser, and sub-total.

Contracts – Provides details of pricing contracts for your organization and enables you to download pricing for your contracts.

Bundles – Takes the guesswork out of repeat purchases. Administrators can create custom bundles containing their company's standardized solutions.

Individual Products – Allows administrators to highlight products for quick and easy access.

Comparison Charts – Helps users to compare the features and prices of multiple products during the shopping process and save those comparisons for future reference.

Links – Lets users maintain easy access to manufacturer websites and other helpful online destinations.

There are links to additional extranet features that are only a click away. These features include:

My Purchases – Offers a full breadth of tools to track order status, purchase history, and financial information.

Security Settings – Enables administrators to restrict users' access to specific functions.

Asset Management – Enables you to create and download a detailed report of your organization's hardware assets that have been asset tagged.

Software License Tracker – Simplifies software license management and reduces the risk of non-compliance.

Quotes – Enables you to create your own quote right from your shopping cart, forward it for pre-authorization, and convert it to a live order.

Purchase Authorization – Automates approval process and manages users' purchasing power.

Custom Catalogs – Displays only products approved for purchase by your organization.

Online Chat – Puts users in direct contact with customer relations, technical support, and e-support team representatives.

10. Describe the types of online reporting that are available. Is customized reporting available?

CDW•G's reporting capabilities are extremely flexible and comprehensive. CDW•G Extranet provides access to real-time information in a way that is convenient and easy to use. This is one of the most used areas of our site and we made some significant look and feel changes to the reporting sections in December 2012.

The City of Tucson authorized users have access to your extranet 24 hours per day, 7 days per week. Authorized users have the ability to generate a variety of reports via their agency's extranet.

Data fields include, but are not limited to:

- Product name
- Item description
- Part number
- Cost per unit
- Order quantity
- Delivery location
- Date ordered
- Purchase Order#
- Purchased by



User – Friendly Reporting. Customers can customize their own reports in their extranet.

Agencies can view standard reports, and create and save custom reports. Reports can also be generated for a variety of timeframes; differentiated by site, division, department, buyer, city, state, product, etc. Users can select from Microsoft Excel, CSV and tab-delimited files for report downloading.

11. Describe your online return process (if available).

In order to return any product to CDW•G, including damaged or defective products, contract users must request a Return Merchandise Authorization (RMA) number.

The most efficient way to request an RMA number is via the customer's CDW•G Extranet. When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If the return meets these factors, the RMA number is emailed directly to the customer. Should the auto-approval criteria not be met, the RMA will route to Customer Relations for processing. The benefit of our automated system is faster turnaround time on most RMA approvals.

Once CDW•G has processed the request, the customer receives an email with the RMA number. The approved RMA number must be clearly noted on the shipping label of each box.

12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?

CDW•G has implemented ecommerce solutions with over five thousand customers on most of the major purchasing platforms (78 identified for customer integrations as of January 2013). We likewise provide level III/tier 3 credit card reporting and provide financial reports (invoices and histories) in different

automated formats for compatibility with financial systems. While our website is compatible with third party e-commerce solutions, the CDW•G is owned and managed in-house without reliance on third party support for our key web systems.

Below are examples of ecommerce methods CDW•G currently supports with our customers:

FTP (File Transfer Protocol)
CDW•G's FTP processing is flexible; we can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We can also exchange stream files – one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible.

CDW•G or the customer can host the FTP site. UserID and Password are required to access our FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged FTP. PGP (Pretty Good Privacy) is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

EDIINT-AS1
This communication method uses the e-mail system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

EDIINT-AS2
This method uses the internet to exchange data. This communication method uses an HTTP post (language of web sites) to transfer encrypted data over the internet. The partner needs to have an AS2 compliant software package that can encrypt and decrypt EDIINT AS2 data.

HTTPS (HyperText Transmission Protocol, Secure)
This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

VAN (Value Added Network)
A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will be happy to work with you in any capacity to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to a VAN and the VAN should exchange in a secure fashion as well.

13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

The CDW•G website is the 10th largest website in the world measured by revenue volume. While we no longer release specific website sales numbers, past numbers indicate that our website is now processing over $2 billion per year in transactions. Additionally, the website is estimated to assist with another $4 billion in sales that are finalized on the phone or via purchase order.

The extreme volume and business-critical nature of the CDW•G website means we must focus on usability and uptime at all times. CDW•G employs over 200 in house IT personnel to keep the website accurate and running; their success is reflected in the less than 6 minutes of unplanned downtime last year - an uptime exceeding 99.997%.

Because the website processes such volume, new functionality is constantly in the works but never fully implemented until we have conducted rigorous testing for usability, compatibility and perceived value to our customers. In February 2012 CDW•G rolled out a new look to our website that changed the colors and locations of some of the features, but did not constitute an underlying significant change to the website core or hardware. We made these changes so that the site would be more intuitive, and so that there was more continuity across all the pages/features/tools located on the site. We redesigned our FAQ area and made it interactive via http://www.cdwg.com/explore and added PDF and streaming content. We have also added a new Solutions & Services section, which contains streaming content and white papers that cover all the comprehensive categories where our software and hardware solutions pair with best in class support and advanced technology services.

As a world-leading website, the CDW•G site has the functionality to be compatible with our most advanced customer needs, including advanced security, multi-level approvals, asset tracking and others. Our staff of 200 will always be expanding these capabilities as advancements in technology and customer needs dictate.

Tab Nine



Proposed Alternative Contract Language

CDW·G PEOPLE WHO GET IT

Proposed Alternative Contract Language

CDW•G proposes the following changes and alternative language, which are identical to those found previously acceptable by the City for the current agreement. As requested, our payment address is as follows.

Remit address:
75 Remittance Drive, Suite #1515
Chicago, IL 60675-1515

RFP

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2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) ~~to~~ Public Agencies nationwide and further commits that if a Participating Public Agency ~~is eligible~~ for lower pricing ~~through a national, state, regional or local or cooperative~~ ~~contract, that the~~ Supplier will match such lower pricing to that Participating Public ~~Agency under the Master Agreement.~~

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2.3 Sales Commitment

Supplier ~~commits to aggressively market the Master Agreement as its go to market~~ ~~strategy in~~ this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

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E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited by a Principal Procurement Agency
~~ii. Best government pricing~~
~~iii.~~ii. No cost to participate
~~iv.~~iii. Non-exclusive contract

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MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA ~~an~~ a quarterly administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by ~~Principal Procurement Agency or National IPA~~ Supplier. Monthly reports and the quarterly administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above. Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a signed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

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National IPA or its designee may, at National IPA's sole discretion, compare public agency records with Monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage outside services to conduct an independent audit of Supplier's Monthly reports ~~and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit~~ at National IPA's expense.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

SCOPE OF WORK

~~**7. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.~~ All defective products shall be replaced in accordance with Vendor's then-current return policy which may be modified by Vendor from time to time. To obtain Vendor's current return policy, the City

should contact CDW Customer Relations at 866.SVC.4CDW or via email at CustomerRelations@cdw.com. The City must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.

SPECIAL TERMS AND CONDITIONS

~~2. FOB DESTINATION FREIGHT PREPAID:~~ Prices shall be FOB Destination Freight Prepaid to the delivery location designated. ~~Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection~~. If the City provides the Supplier with the City's carrier account number or selects a carrier other than a carrier that regularly ships for the Supplier, title to products and risk of loss or damage during shipment pass from the Supplier to the City upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to products and risk of loss or damage during shipment passes from the Supplier to the City upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and the City's rights therein are contained in the license agreement between such licensor(s) and the City. A purchase money security interest is retained in the products to secure payment in full. The City authorizes the Supplier to file a financing statement reflecting such security interest and, if requested, the City will record such purchase money security interest on its books

5. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS: The Supplier shall comply with all Federal~~,~~ and State~~, and local~~ licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

STANDARD TERMS AND CONDITIONS

2. AFFIRMATIVE ACTION: Contractor shall abide by ~~the provisions of the Tucson Procurement Code Chapter 28, Article XII~~ all applicable federal and state laws.

8. CLEAN UP: The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials ~~not~~ that are the property of the ~~City~~Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in ~~clean, neat and workmanlike~~ the same condition as before the work began, excepting normal wear and tear.

10. CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls ~~that are acceptable to the City~~ for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

~~**15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.~~The City's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Contract that are embodied in such work or materials ('Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for the City's internal use. The City will have no ownership or other property rights thereto, and the City shall have no right to use any such Work Product for any other purpose whatsoever. The City acknowledges that the Contractor may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). The City agrees that its right to use Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties

19. HUMAN RELATIONS: Contractor shall abide by ~~the provisions of the Tucson City Code Chapter 28, Article XII~~all applicable federal and state laws.

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all claims brought by a third party for death or personal injury to a third party, or damage to tangible personal property suffered or incurred by the City allegedly resulting from the grossly negligent or willful misconduct of the Contractor, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be an indemnified claim if such claim or damage was caused in whole or in part by the actions of the City, its employees, agents, contractors or representatives. Indemnified claims also do not include any damages or liability excluded in this bid. In addition, the Contractor will not be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware. ~~allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.~~ The obligation of the Contractor to indemnify and hold the City harmless is contingent upon the City providing the Contractor with (i) prompt written notice of and description of each claim, (ii) sole authority to defend or settle any such action, suit or proceeding, and (iii) all reasonable assistance in any such defense.

~~**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.~~ Acceptance occurs on the date that products are delivered subject to Contractor's standard return policy. Contractor offers a thirty (30) day return policy on most of the products that Contractor sells to its customers. Some manufacturer restrictions apply. Please refer Contractor's return policy which is available through your account representative or at www.cdwg.com

24. LICENSES: Contractor shall maintain in current status all Federal and, State~~, and local~~ licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must ~~fully~~ substantially comply with all provisions of this Contract. If a tender is made which does not ~~fully~~ substantially comply, this shall conform to the termination clause set forth within this document.

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. ~~If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.~~

32. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to verifying Contractor's compliance with this Contract. Any Contract audits must be pursuant to a signed Contractor's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

~~**34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.~~

40. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any material term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

The Contractor shall have thirty (30) days from receipt of notice from the City to cure any default.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

The City expressly waives any claim that it may have against the Contractor or its affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a “Claim”) with respect to any product and also waives any right to indemnification from the Contractor or its affiliates against any such Claim made against the City by a third party. The City acknowledges that no employee of the Contractor or its affiliates is authorized to make any representation or warranty on behalf of the Contractor or any of its affiliates that is not in this Contract.

In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

If in connection with the provision of products, the City desires to have the Contractor provide installation of custom software images, the City will be required to execute an Installation Indemnity Agreement, a form of which is provided at http://www.cdw.com/forms/indemnity/app.asp.

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL THE CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST THE CITY BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE CITY'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY THE CONTRACTOR OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY THE CONTRACTOR OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF THE CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY THE CITY FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B) $50,000.00.

Tab Ten



Appendix

PEOPLE WHO GET IT

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.

CDW•G offers an additional 2% discount beyond the applicable category discounts for all HP products.

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 1 Systems		
1.	Desktops	2.00%
2.	Notebooks	2.00%
3.	Tablets	2.25%
4.	Servers (1 Processor, 2, Processor, 4+Procesor, Blade, Tower, Unix, Handhelds, etc.)	2.25%
Group 2 Input Devices		
5.	Keyboards	3.50%
6.	Mice	3.50%
7.	Imaging Scanners	4.50%
8.	POS Scanners	4.50%
9.	Pointing Devices	3.50%
10.	Bar Code Readers	3.50%
11.	Audio Input	3.50%
12.	Input Adapters	3.50%
13.	PC and Network Cameras	3.75%
14.	Input Cables	8.00%
15.	Input Accessories	3.50%
Group 3 Output Devices		
16.	Displays	3.25%
17.	Printers	3.50%
18.	Inkjet Printers	3.50%
19.	Inkjet Photo Printers	3.50%
20.	Laser Printers	2.25%
21.	Label Printers	3.50%
22.	Dot Matrix Printers	2.25%
23.	Multi-Function Printers	2.25%
24.	Wide Format Printers	2.25%
25.	Multi-Function Inkjet Printers	2.25%
26.	Wide Format Printers	2.25%
27.	Fax Machine Printers	2.25%
28.	Printer Accessories	3.75%
29.	Projectors	3.25%
30.	Projector Accessories	3.25%
31.	Audio Input	2.25%
32.	Video Cards	2.25%
33.	Sound Cards	2.25%
34.	Output Accessories	2.25%
35.	Printer Consumables	2.25%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 4 Memory		
36.	Desktop	5.00%
37.	Flash	4.25%
38.	Networking	4.25%
39.	Notebook	5.00%
40.	Printer/Fax	4.25%
41.	Server	4.25%
Group 5 Storage Devices		
42.	Adapters Fibre Channel	3.50%
43.	Adapters FireWire/USB	3.50%
44.	Adapters IDE/ATA/SATA	3.50%
45.	Adapters RAID	3.50%
46.	Adapters SCSI	3.50%
47.	Bridges & Routers	3.50%
48.	Disk Arrays	3.50%
49.	Disk Arrays JBOD	3.50%
50.	Drives Magneto-Optical	3.50%
51.	Drives Removable Disk	2.75%
52.	Fiber Channel Switches	3.50%
53.	Hard Disks External	2.75%
54.	Hard Disks Fibre Channel	3.50%
55.	Hard Disks IDE/ATA/S	2.75%
56.	Hard Disks Notebook	2.75%
57.	Hard Disks SCSI	2.75%
58.	Networking Accessories	2.75%
59.	Optical Drives CD-RO	2.75%
60.	Optical Drives CD-RW	2.75%
61.	Optical Drives DVD/C	2.75%
62.	Optical Drives DVD-R	2.75%
63.	Storage Accessories	2.75%
64.	Storage NAS	3.50%
65.	Storage SAN	3.50%
66.	Tape Autoloaders AIT	3.50%
67.	Tape Autoloaders DAT	3.50%
68.	Tape Autoloaders DLT	3.50%
69.	Tape Autoloaders LTO	3.50%
70.	Tape Drives 4mm	3.50%
71.	Tape Drives 8mm/VXA	3.50%
72.	Tape Drives AIT	3.50%
73.	Tape Drives DAT	3.50%
74.	Tape Drives DLT	3.50%
75.	Tape Drives LTO/Ultrium	3.50%
76.	Tape Drives SDLT	3.50%
77.	Tape Drives Travan	3.50%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 6 Network Equipment		
78.	10/100 Hubs & Switch	2.75%
79.	Bridges and Routers	2.75%
80.	Gigabit Hubs & Switches	2.75%
81.	Concentrators and Multiplexers	2.75%
82.	Hardware Firewalls	2.75%
83.	Intrusion Detection	2.75%
84.	KVM	2.25%
85.	Modems	2.75%
86.	Network Test Equipment	2.75%
87.	Network Adapters	2.75%
88.	Network Cables	8.00%
89.	Network Accessories	2.75%
90.	Repeaters and Transceivers	3.25%
91.	Wireless LAN Accessories	2.75%
92.	Token Authentication	15.00%
93.	10G Fiber Optic Transceivers	3.25%
94.	1G Fiber Optic Transceivers	3.25%
Group 7 Software		3.25%
95.	Licensing Packages (i.e., Microsoft Open Value, Microsoft EES)	3.25%
96.	Licensing Backup	3.25%
97.	Licensing Barcode/OC	3.25%
98.	Licensing Business Application	3.25%
99.	Licensing CAD/CAM	3.25%
100.	Licensing Cloning	3.25%
101.	Licensing Computer Services	3.25%
102.	Licensing Database	3.25%
103.	Licensing Development	3.25%
104.	Licensing Entertainment	3.25%
105.	Licensing Financial	3.25%
106.	Licensing Flow Chart	3.25%
107.	Licensing Graphic Design	3.25%
108.	Licensing Handheld	3.25%
109.	Licensing Network OS	3.25%
110.	Licensing OS	3.25%
111.	Licensing Personal Organization	3.25%
112.	Licensing Presentation	3.25%
113.	Licensing Reference	3.25%
114.	Licensing Report Analysis	3.25%
115.	Licensing Spreadsheet	3.25%
116.	Licensing Utilities	3.25%
117.	Licensing Warranties	3.25%
118.	Licensing Web Development	3.25%
119.	Licensing Word Processing	3.25%
120.	Software Backup	3.25%
121.	Software Barcode/OCR	3.25%
122.	Software Business Application	3.25%
123.	Software CAD/CAM	3.25%
124.	Software Cloning	3.25%
125.	Software Computer Services	3.25%
126.	Software Database	3.25%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 7 Software Continued		
127.	Software Development	3.25%
128.	Software Entertainment	3.25%
129.	Software Financial	3.25%
130.	Software Flow Chart	3.25%
131.	Software Graphic Design	3.25%
132.	Software Handheld	3.25%
133.	Software OS	3.25%
134.	Software Personal Organization	3.25%
135.	Software Presentation	3.25%
136.	Software Reference	3.25%
137.	Software Report Analysis	3.25%
138.	Software Spreadsheet	3.25%
139.	Software Utilities	3.25%
140.	Software Warranties	3.25%
141.	Software Web Development	3.25%
142.	Software Word Processing	3.25%
Group 8 Media Supplies		3.75%
143.	Media 4mm Tape	3.75%
144.	Media AIT Tape	3.75%
145.	Media DAT Tape	3.75%
146.	Media DLT Tape	3.75%
147.	Media LTO/Ultrium Tape Drive	3.75%
148.	Media Magneto-Optical	3.75%
149.	Media Optical	3.75%
150.	Media SLR Tape	3.75%
151.	Media Travan Tape	3.75%
152.	Media VXA Tape	3.75%
153.	Media Zip	3.75%
Group 9 Collaboration and IP Telephony		
154.	IP Phones	2.75%
155.	Video Conferencing products	2.75%
156.	Voice Gateways/Servers	2.75%
157.	Headsets	2.75%
158.	Audio conferencing products	2.75%
159.	Analog phones	2.75%
160.	accessories	2.75%
Group 10 Other		
161.	Advanced Integration	2.00%
162.	Asset Disposal	2.00%
163.	Asset Management	5.00%
164.	Cables	8.00%
165.	Cables Custom	8.00%
166.	Cables Printer	8.00%
167.	Complex Warranties	2.00%
168.	Desktop Accessories	5.00%
169.	Display Accessories	3.25%
170.	Electronic Services	N/A%
171.	Handheld Accessories	5.00%
172.	Imaging Accessories	3.75%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 10 Other continued		
173.	Imaging Camcorders	3.75%
174.	Imaging Digital Cameras	3.75%
175.	Internal Lab Service	N/A%
176.	Lab Fees	2.00%
177.	Managed Services	2.00%
178.	Miscellaneous Solutions	N/A%
179.	Mounting hardware for vehicles	4.00%
180.	Networking Warranties	2.00%
181.	Notebook Accessories	4.00%
182.	Notebook Batteries	3.75%
183.	PC Lab Order Services	N/A%
184.	POS Accessories	3.50%
185.	POS Displays	3.25%
186.	Power Accessories	2.25%
187.	Power Surge Protection	4.00%
188.	Power UPS	2.25%
189.	Server Accessories	2.25%
190.	Service charge	N/A%
191.	System Components	4.25%
192.	Training Courses	2.00%
193.	Training Reference Manuals	2.00%
194.	Warranties Electronic	2.00%
Group 10 Additional Proposed Categories		
202	iPad/Tablet Stylus	5.000%
203	Mouse/Wrist Pads	5.000%
204	Security Locks and Hardware	20.000%
205	Tools	5.000%
206	Document Scanner Accessories	3.750%
207	Flatbed Scanners	3.750%
208	Mobile Scanners	3.750%
209	Network Scanners	3.750%
210	Sheetfed Scanners	3.750%
211	Wide Format Scanners	3.750%
212	Workgroup/Departmental Scanner	4.500%
213	Build to Order Desktops	2.250%
214	Nettop	2.250%
215	Point of Sale	2.250%
216	Ultra Small Form Factor	2.250%
217	Apple Mac Memory Upgrades	4.250%
218	Chips/SIMMs/SIPPs/ROMs	4.250%
219	Computer Cases	4.250%
220	CPUs/Fans	4.250%
221	Memory Accessories	4.250%
222	Motherboards/Chassis	2.750%
223	1-2 Port Serial Boards	2.750%

224	3+ Port Serial Boards	2.750%
225	Console Server	2.750%
226	Device Server	4.000%
227	Terminal Servers	2.750%
228	Content Management	2.750%
229	Firewall/VPN Appliances	2.750%
230	Multifunction Security Applian	2.750%
231	Network Camera Accessories	2.750%
232	Network Cameras	2.750%
233	Physical/Environment Security	2.750%
234	Security Appliance Accessories	15.000%
235	Security Tokens	2.750%
236	Unified Threat Management	2.750%
237	2-Way Radios/Walkie Talkies	3.500%
238	Apple Notebooks	2.250%
239	Convertible PCs/Slate PCs/iPAD	2.250%
240	iPAD	2.000%
241	Slate Tablet Computers	2.000%
242	GPS/PDA	4.250%
243	Wireless Communication Devices	3.000%
244	Batteries	3.750%
245	Power Supplies/Adapters	2.250%
246	Rackmounting Equipment	2.250%
247	Remote Power Management	2.250%
248	Surge Suppressors	4.000%
249	UPS/Battery Backup	2.250%
250	14" & Smaller LCD Display	3.250%
251	15-19" LCD Display	3.250%
252	15-19" Wide LCD Display	3.250%
253	15-19" Wide LED Display	3.250%
254	20-30" LCD Display	6.000%
255	20-30" Wide LCD Display	3.500%
256	20-30" Wide LED Display	3.250%
257	PCoIP and Zero Client Displays	3.250%
258	Arm Mounts	3.250%
259	Ceiling Mounts	3.250%
260	Combo Mounts	3.250%
261	Desktop Stands/Risers	3.250%
262	Flat Wall Mounts	3.250%
263	Mount Accessories	3.250%
264	Pole Display	3.250%
265	Stands/Carts/Feet	3.500%
266	Tilt Wall Mounts	3.250%

Group 11 Services – Offerors may offer a discount off list price or an hourly rate. Pricing may vary by manufacturer and by region of the country. Offerors should indicate any manufacturer and regional variances.

195.	Design and Analysis		%
196.	Configuration		%
197.	Implementation	Please see below for our services offering	%
198.	Installation		%
199.	Training		%
200.	Maintenance and Support		%
201.	Additional Services Offered (On a separate page list the additional services offered and their applicable discount)		%

Additional Services

Service	Standard Rate	Discount from Standard Rate
Converged Infrastructure Services Rates		
UCCe, Telepresence, Video, Webex Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 250.00	1%
Senior Consultant	$ 225.00	1%
Consultant	$ 200.00	1%
UCCx, UC, Unity, CME Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 225.00	1%
Senior Consultant	$ 200.00	1%
Consultant	$ 175.00	1%
Wireless, DLP, Physical Security Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 225.00	1%
Senior Consultant	$ 200.00	1%
Consultant	$ 175.00	1%
R/S, UCS, Nexus, Security Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 225.00	1%
Senior Consultant	$ 200.00	1%
Consultant	$ 175.00	1%
Cross Practice Services Rates		
Program Manager	$ 225.00	1%
Technical Writer	$ 75.00	1%
Trainer	$ 175.00	1%
Associate	$ 160.00	1%
Travel Rate	Hourly Uplift	
	$ 35.00	1%
MS Unified Communications Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 200.00	1%
Senior Consultant	$ 185.00	1%
Consultant	$ 175.00	1%
MS Information Worker Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 195.00	1%
Senior Consultant	$ 185.00	1%
Consultant	$ 175.00	1%
MS Server and Security Services Rates		
Project Manager	$ 185.00	1%
Architect	$ 200.00	1%

Senior Consultant	$	180.00	1%
Consultant	$	165.00	1%
MS Monitoring and Management Services Rates			
Project Manager	$	185.00	1%
Architect	$	200.00	1%
Senior Consultant	$	180.00	1%
Consultant	$	165.00	1%
Citrix/VMware Services Rates			
Project Manager	$	185.00	1%
Architect	$	225.00	1%
Senior Consultant	$	200.00	1%
Consultant	$	180.00	1%
NetApp/EMC Services Rates			
Project Manager	$	185.00	1%
Architect	$	250.00	1%
Senior Consultant	$	225.00	1%
Consultant	$	200.00	1%
IBM I, P, Z, TSM Service Rates			
Project Manager	$	185.00	1%
Architect	$	250.00	1%
Senior Consultant	$	225.00	1%
Consultant	$	200.00	1%
Lotus/Websphere Services Rates			
Project Manager	$	185.00	1%
Architect	$	190.00	1%
Senior Consultant	$	180.00	1%
Consultant	$	165.00	1%
Other Manufacturer Solutions			
Project Manager	$	225.00	1%
Architect	$	250.00	1%
Senior Consultant	$	225.00	1%
Consultant	$	175.00	1%

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5738840&GUID=E9BDC90A-91C4-42BD-8C20-223B8998C566* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	18-13	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	1/9/2018		**In control:**	City Council	
On agenda:	1/23/2018		**Final action:**		
Title:	Authorize the City Manager to Approve Final Payment to Cheney Lime and Concrete, Jacksonville, Florida, for December Deliveries of Quick Lime to the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CHENEY - 3 MONTH EXT AGRMT LTR Inv 89075, 89098, 89206, 89240,89241,89272 CPO PMT 28481.05				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 9, 2018
Agenda Date: January 23, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize City Manager to Approve Final Payment to Cheney Lime and Concrete, Jacksonville, Florida, for December Deliveries of Quick Lime to the Dyal Water Treatment Plant

BACKGROUND:

On August 11, 2016, City Council approved Bid B-16-19-COC to Cheney Lime & Cement Co., Jacksonville, Florida, for Quick Lime used for daily operations at the Dyal WTP and on September 26, 2017, City Council approved the First Amendment to Purchase Agreement to extend the agreement for twelve (12) months under the same terms and conditions.

Correspondence dated August 3, 2017, was received from Cheney Lime & Concrete explaining due to railroad transport issues, Cheney could no longer provide service to the plant and that the agreement could only be extended for three months; terminating on December 31, 2017. The three month extension was accepted. It was decided Dyal would go out for bid for Quick lime. Bid B-18-08-COC for Lime delivery opened on November 30, 2017, and was awarded to Carmeuse Lime, Pittsburgh, PA. City Council approved the award on January 9, 2018.

Due to a delay in startup of Surface Water and while the bidding process to select a new vendor for Lime delivery was ongoing, additional Lime purchase was necessary for efficient operation at the plant.

Staff recommends Council authorize the City Manager to approve the final payment to Cheney Lime and Concrete for the December deliveries to the Dyal WTP. The amount of the final payment will be deducted from the FY2018 funds budgeted for Quick Lime.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$28,481.05
Account Number	421-4020-536.52-09 (DYCH02)
Account Name	Chemicals
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On August 11, 2016, City Council approved Bid B-16-19-COC to Cheney Lime & Cement Co., Jacksonville, Florida.

On September 26, 2017, City Council approved the First Amendment to Purchase Agreement.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve Final Payment to Cheney Lime and Concrete, Jacksonville, Florida, for December Deliveries of Quick Lime to the Dyal Water Treatment Plant.

Finance Department – Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

August 22, 2017

Cheney Lime & Cement Co.
PO BOX 160
Allgood, AL 35013
Attn: Alton W. Allen, Sales Representative

Reference: BID # B-16-19-COC, Quick Lime

Dear Mr. Allen:

After further discussion with David Fisher, Superintendent Dyal Water Treatment Plant, he has decided to accept the offer of extension for three (3) months, as outlined in your letter sent on August 3, 2017 because of the uncertainty of railroad services at this time. The contract for **Quick Lime** expires on September 30, 2017. The City of Cocoa would like to extend the contract for the 1st of 2 renewal options available under the contract terms, for an additional three (3) months at the same rate as stated in the original contract documents through 12/31/2017. Should you elected not to extend the rate further than 12/31/2017 a thirty (30) day written notice will allow for preparation for moving forward.

Should you have any questions, or require additional information, or your company chooses not to renew at this time please contact Tammy Eastburn at 321-433-8775 or teastburn@cocoafl.org. Please return the **ORIGINAL** Amendment to Purchase Agreement form to the address listed above no later than **August 29, 2017** to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Tammy Eastburn
Procurement Card Coordinator

c: David Fisher, Superintendent Dyal Water Treatment Plant

Enclosure

INVOICE

CHENEY LIME & CEMENT CO.
478 Graystone Rd.
P.O. Box 160
Allgood, AL 35013
1-800-752-8282
FAX# 205-625-3032

INVOICE NUMBER: 0089075-IN

INVOICE DATE: 12/20/2017

PAGE: 1

SOLD TO:
CITY OF COCOA
ATTN: A/P, FINANCE DEPARTMENT
65 STONE STREET
COCOA, FL 32922

SHIP TO:
CITY OF COCOA
28400 STATE ROAD 520
CHRISTMAS, FL 32709-

CUSTOMER NO	PO NO/RELEASE	SHIP VIA	TERMS	DUE DATE	SALES REP
COCLMK	71368	COCLMK RGC	NET 30	1/19/2018	AA

DATE SHIPPED	BOL#	DESCRIPTION	QUANITY	UNITS	MATERIAL	FREIGHT	TOTAL
12/20/2017	80063	QUICKLIME	25.82	TONS	183.50		4,737.97

PO 71368
Reg 34097

RECEIVED
DEC 2 1 2017
BY:

RECEIVED

TOTALS:
Confirm To:

TON

Invoice Total 4,737.97

TOTAL DUE: 4,737.97

INVOICE

CHENEY LIME & CEMENT CO.
478 Graystone Rd.
P.O. Box 160
Aligood, AL 35013
1-800-752-8282
FAX# 205-625-3032

INVOICE NUMBER: 0089098-IN

INVOICE DATE: 12/21/2017

PAGE: 1

SOLD TO:
CITY OF COCOA
ATTN: A/P, FINANCE DEPARTMENT
65 STONE STREET
COCOA, FL 32922

SHIP TO:
CITY OF COCOA
28400 STATE ROAD 520
CHRISTMAS, FL 32709-

CUSTOMER NO	PO NO/RELEASE	SHIP VIA	TERMS	DUE DATE	SALES REP
COCLMK	71368	COCLMK RGC	NET 30	1/20/2018	AA

DATE SHIPPED	BOL#	DESCRIPTION	QUANITY	UNITS	MATERIAL	FREIGHT	TOTAL
12/21/2017	80092	QUICKLIME	25.91	TONS	183.50		4,754.49

PO 71368
Reg 34097

RECEIVED
DEC 2 7 2017
BY:

TOTALS:
Confirm To:

TON

Invoice Total 4,754.49

TOTAL DUE: 4,754.49

INVOICE

CHENEY LIME & CEMENT CO.
478 Graystone Rd.
P.O. Box 160
Allgood, AL 35013
1-800-752-8282
FAX# 205-625-3032

INVOICE NUMBER: 0089206-IN

INVOICE DATE: 12/26/2017

PAGE: 1

SOLD TO:
CITY OF COCOA
ATTN: A/P, FINANCE DEPARTMENT
65 STONE STREET
COCOA, FL 32922

SHIP TO:
CITY OF COCOA
28400 STATE ROAD 520
CHRISTMAS, FL 32709-

CUSTOMER NO	PO NO/RELEASE	SHIP VIA	TERMS	DUE DATE	SALES REP
COCLMK	71368	COCLMK RGC	NET 30	1/25/2018	AA

DATE SHIPPED	BOL#	DESCRIPTION	QUANITY	UNITS	MATERIAL	FREIGHT	TOTAL
12/26/2017	80091	QUICKLIME	26.06	TONS	183.50		4,782.01

PO 71368
Reg 34097

TOTALS:

Confirm To:

TON

Invoice Total 4,782.01

TOTAL DUE: 4,782.01

INVOICE

CHENEY LIME & CEMENT CO.
478 Graystone Rd.
P.O. Box 160
Aligood, AL 35013
1-800-752-8282
FAX# 205-625-3032

INVOICE NUMBER: 0089240-IN

INVOICE DATE: 12/27/2017

PAGE: 1

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CITY OF COCOA
ATTN: A/P, FINANCE DEPARTMENT
65 STONE STREET
COCOA, FL 32922

SHIP TO:
CITY OF COCOA
28400 STATE ROAD 520
CHRISTMAS, FL 32709-

CUSTOMER NO	PO NO/RELEASE	SHIP VIA	TERMS	DUE DATE	SALES REP
COCLMK	71368	COCLMK RGC	NET 30	1/26/2018	AA

DATE SHIPPED	BOL#	DESCRIPTION	QUANITY	UNITS	MATERIAL	FREIGHT	TOTAL
12/27/2017	80090	QUICKLIME	26.05	TONS	183.50		4,780.18

PO 71368
Req 34097

RECEIVED
DEC 2 8 2017
BY: Sm

TOTALS:
Confirm To:

TON

Invoice Total 4,780.18

TOTAL DUE: 4,780.18

INVOICE

CHENEY LIME & CEMENT CO.
478 Graystone Rd.
P.O. Box 160
Allgood, AL 35013
1-800-752-8282
FAX# 205-625-3032

INVOICE NUMBER: 0089241-IN

INVOICE DATE: 12/27/2017

PAGE: 1

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CITY OF COCOA
ATTN: A/P, FINANCE DEPARTMENT
65 STONE STREET
COCOA, FL 32922

SHIP TO:
CITY OF COCOA
28400 STATE ROAD 520
CHRISTMAS, FL 32709-

CUSTOMER NO	PO NO/RELEASE	SHIP VIA	TERMS	DUE DATE	SALES REP
COCLMK	71368	COCLMK RGC	NET 30	1/26/2018	AA

DATE SHIPPED	BOL#	DESCRIPTION	QUANITY	UNITS	MATERIAL	FREIGHT	TOTAL
12/27/2017	80089	QUICKLIME	25.49	TONS	183.50		4,677.42

PO 71368
Reg 34097

RECEIVED
DEC 28 2017
BY:

TOTALS:
Confirm To:

TON

Invoice Total 4,677.42

TOTAL DUE: 4,677.42

INVOICE

CHENEY LIME & CEMENT CO.
478 Graystone Rd.
P.O. Box 160
Allgood, AL 35013
1-800-752-8282
FAX# 205-625-3032

INVOICE NUMBER: 0089272-IN

INVOICE DATE: 12/28/2017

PAGE: 1

SOLD TO:
CITY OF COCOA
ATTN: A/P, FINANCE DEPARTMENT
65 STONE STREET
COCOA, FL 32922

SHIP TO:
CITY OF COCOA
28400 STATE ROAD 520
CHRISTMAS, FL 32709-

CUSTOMER NO	PO NO/RELEASE	SHIP VIA	TERMS	DUE DATE	SALES REP
COCLMK	71368	COCLMK RGC	NET 30	1/27/2018	AA

DATE SHIPPED	BOL#	DESCRIPTION	QUANITY	UNITS	MATERIAL	FREIGHT	TOTAL
12/28/2017	80088	QUICKLIME	25.88	TONS	183.50		4,748.98

PO 71368
Req 34097

RECEIVED
DEC 29 2017
BY:

TON

Invoice Total 4,748.98

TOTALS:

Confirm To:

TOTAL DUE: 4,748.98

CHENEY LIME & CEMENT CO.
478 Graystone Rd.
P.O. Box 160
Allgood, AL 35013
1-800-752-8282
FAX # 205-625-3032

LIME MANUFACTURERS ESTABLISHED 1903

INVOICE

INVOICE NUMBER: 0089272-IN

INVOICE DATE: 12/28/2017

PAGE: 1

SOLD TO:
CITY OF COCOA
ATTN: A/P, FINANCE DEPARTMENT
65 STONE STREET
COCOA, FL 32922

SHIP TO:
CITY OF COCOA
28400 STATE ROAD 520
CHRISTMAS, FL 32709-

Customer No.	Customer P.O. No/Release	Ship Via	Terms	Due Date	Sales Rep
COCLMK	71368	COCLMK RGC	NET 30	1/27/2018	AA

Date Shipped	BOL#	Description	Quantity	Units	Material Price	Freight Rate	Total
12/28/2017	80088	QUICKLIME	25.88	TONS	183.50		4,748.98

Totals :		TON	Invoice Total	4,748.98
Confirm To:			Total Due	4,748.98

Legislation Details (With Text)

File #:	18-16	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	1/10/2018		**In control:**	City Council	
On agenda:	1/23/2018		**Final action:**		
Title:	Approve Danella Construction Corporation of Florida, Inc. as the selected vendor for award of RFP# P -18-04-COC, Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. Authorize the City Manager to execute a contract with Danella Construction Corporation of Florida, Inc. in response to Request for Proposals RFP# P-18-04-COC. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fiber Optic Network Equipment Materials Supplies Installation and Maintenance RFP ver 3 - Published Danella Submittal P-18-04-COC Notice of Award Fiber Installation and Maintenance Agreement - Danella - Final.pdf P-18-04-COC Final MEMO P-18-04-COC Tabulation Sheet RFP P-18-04-COC Public Notice Selection Committee Score Sheets 10.11.17				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2018
Agenda Date: January 23, 2018
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve Danella Construction Corporation of Florida, Inc. as the selected vendor for award of RFP# P-18-04-COC, Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. Authorize the City Manager to execute a contract with Danella Construction Corporation of Florida, Inc. in response to Request for Proposals RFP# P-18-04-COC.

BACKGROUND:

Currently, the City piggybacks off competitively bid agreements of other municipalities for fiber optic installation, supplies, and services. Although this has been an effective purchasing mechanism in the past, these contracts often do not contain terms or pricing favorable to the specific needs of the City of Cocoa. The Information Technology Division staff has prepared a Requests for Proposals for future fiber optic network equipment, materials, supplies, installation, and maintenance needs. The selection of a qualified vendor is based on their overall ability to execute and provide the specific

requirements defined in the RFP and the cost proposal provided to the City of Cocoa by the vendor. The RFP Review Committee, consisting of three members from the Information Technology Division, one from Public Works, and one from Utilities scored submittals in a standardized process. The top-ranked vendor, Danella Construction Corporation of Florida, Inc., is recommended for award.

Two submittals were received in response to Request for Proposals RFP# P-18-04-COC. The Committee ranked written submittals and made selection for award. Rankings are attached to the agenda. Staff requests Council approval of Danella Construction Corporation of Florida, Inc. as the chosen vendor for RFP# P-18-04-COC.

Staff requests Council approval and to authorize the City Manager to execute a contract with the selected vendor. The contract will be for three (3) years with two (2), one (1) year renewal options. There is no budgetary impact at this time however there are several fiber optic projects planned for this upcoming fiscal year for which this contract will be leveraged. Purchase Orders for planned and budgeted projects will proceed once the contract has been fully executed by the City Manager and Danella Construction Corporation of Florida, Inc. Future Purchase Orders with costs that exceed the City Manager's signing authority will be presented for Council approval.

STRATEGIC PLAN CONNECTION:

Purchasing contracts with qualified vendors to provide Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance will reduce time needed to begin and complete future fiber related projects. These projects will improve the City's effectiveness and responsiveness to its residents and business partners by providing a stable and secure network infrastructure. The contractual pricing provided through this contract will allow the city to control long term costs consistent with the fiscal sustainability strategic issue.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Danella Construction Corporation of Florida, Inc. as the selected vendor for award of RFP# P-18-04-COC, Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance.
Authorize the City Manager to execute a contract with Danella Construction Corporation of Florida, Inc. in response to Request for Proposals RFP# P-18-04-COC.

REQUEST FOR PROPOSALS

City of Cocoa, Florida

Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance

RFP # P-18-04-COC

September 2017



Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: 8/28/2017
Page 2 of 80
PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON September 29, 2017

PURCHASING DIVISION CONTACT: SONJA HAMILTON-SUAREZ
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: ssuarez@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Phone Number: Fax Number: E-Mail Address: FEIN Number:	 Do you accept Visa? □ YES □ NO List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____ ADDENDA ACKNOWLEDGED #_____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), six (6) copies, and one (1) electronic copy (on optical disk or USB drive, OCR required) of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope,
RFP# P-18-04-COC. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFP package to the City

of Cocoa, and bind the Respondent to the terms and conditions of this RFP. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFP submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFP process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFP. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFP. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFP with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFP. The City of Cocoa will provide no compensation for such costs.

During the RFP process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFP.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFP which is set forth in section I of this RFP.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFP AS IF SET FORTH ABOVE.

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Title

_____
Date

FIBER OPTIC NETWORK EQUIPMENT, MATERIAL, SUPPLIES, INSTALLATION, AND MAINTENANCE

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SECTION I

INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Proposals from firms to provide the City's Information Technology Division with Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. Although there is no specific budget attached with to this RFP, the City expects to build approximately 25 miles of additional fiber optic network in the next fiscal year. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Technical Specifications. **The term of this contract shall be for an initial three (3) year agreement with two (2) one (1) year renewal options for a total not to exceed five (5) years.** All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding. The City of Cocoa reserves the right to terminate this agreement, with or without cause, with thirty (30) days written notification.

RFP DUE DATE & TIME: Friday, September 29, 2017, by 4:00 P.M. Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 4:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All RFP information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFP No. P-18-04-COC Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit **seven (7) complete sets** one (1) original marked "ORIGINAL", and six (6) copies **and** one (1) electronic copy of their response (on optical disk or USB drive, OCR required) complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFP and any Addendums are available online at http://www.demandstar.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Proposals, contact Sonja Suarez, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFP Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Sonja Suarez, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8860 or e-mail at ssuarez@cocoafl.org . **Questions received less than ten (10) calendar days prior to the due**

date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the respondent only intends to respond for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due pursuant to this RFP may be assigned. Any attempt to assign the responsibilities and payment under this RFP without the express prior written consent of the City of Cocoa shall be grounds for termination of the contract.

AWARD - Award shall be generally made to the firm that demonstrates technical capability while most closely meeting the city's needs according to the evaluation criteria and factors designated in the solicitation. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a Services Agreement. **Respondents are hereby notified that should a respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered. The successful respondent shall be the one that is not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFP, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all of the proposals at its sole discretion.

OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFP may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded firm(s).

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications and ability to fulfill the requirements of the RFP.

F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFP will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. The City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. Unless otherwise directed in the contract for services, all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01 Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

TERMINATION FOR CAUSE: If a respondent is awarded a contract under this RFP, the successful respondent is hereby on notice that the contract shall be subject to termination in the event that the respondent breaches the contract, or respondent fails to fulfill in a timely and proper manner its obligations under this contract, or if the respondent is declared bankrupt or insolvent, or respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the respondent, terminate the right of the respondent to proceed under the contract, and may hold the respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the respondent under the contract shall, at the option of the City, become the City's property and the respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the respondent, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the respondent can be determined.

TERMINATION FOR CONVENIENCE: If a respondent is awarded a contract under this RFP, the successful respondent is herby on notice that the contract shall also be subject to termination for

convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the contract by giving written notice to the respondent thirty (30) days prior to the effective date of such cancellation.

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSALS: If it becomes necessary to revise or amend any part of this Request for Proposals, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective respondents who are recorded with the City as having received an original Request for Proposals. Addenda information will be posted on Onvia DemandStar at http://www.demandstar.com. Respondents are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFP may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFP and any subsequent contract."

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the

respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent expresses its willingness to enter into this contract with the knowledge that the respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

TERMS: Contracts awarded and entered into under this RFP shall be project or task based, subject to deadlines mutually agreed to by the parties. Therefore, the contract term will be based on the tasks assigned under the contract for the FIBEROPTIC NETWORK EQUIPMENT, MATERIALS, SUPPLIES, INSTALLATION, AND MAINTENANCE project and shall be subject to the City's right to terminate the Contract for cause or convenience. **The term of the Agreement will not exceed three (3) years with up to two (2) one-year renewals.** However, the City will reserve the right to extend the Agreement beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFP.

STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the Project Manager **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

LIABILITY INSURANCE

1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

SECTION II

1. GENERAL INFORMATION

The City of Cocoa (hereinafter referred to as "City") is requesting Proposals from information technology firms to provide the City's Information Technology Division with Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work. The term of this contract shall be for an initial three (3) year agreement with two (2) one (1) year renewal options for a total not to exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding. The City of Cocoa reserves the right to terminate this agreement, with or without cause, with thirty (30) days written notification.

The City reserves the right, at its sole discretion, to select among the respondents of this RFP or through other bidding procedures, other consulting firms to handle component parts of the anticipated project if the City deems it in the City's best interests to do so.

Services to be provided include but are not limited to, the services described in the Scope of Services. The anticipated project(s) will be subject to the City securing funding. If adequate funding is not acquired, this project(s) may be cancelled or downsized by the City without notice and without penalty. The selected firm will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City to be fair, competitive and reasonable.

2. TECHNICAL SPECIFICATIONS

The City of Cocoa is requesting proposals from qualified firms for Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance to establish firm fixed prices for fiber optic network equipment, materials, installation, and maintenance for a period of three (3) years with a City option for two (2), one (1) year renewals. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

This bid is divided into six (6) sections, falling into four (4) skill set groups. Bidders are not required to bid on all groups, but must bid on all items in all sections within each group they do bid on. The sections and groups are:

Group	Skill Set	Section(s)
1	System Design & Engineering Labor	100
2	OSP Construction Conduit, Pull Boxes, and Junction Boxes	200 202
3	Fiber Optic Cable, Preterm Drops, Splicing Terminations, Communication Cabinets, and Construction	201 Items 1-11 203
4	Multi-Pair Cables	201 Items 12-15

Qualified firms must submit their qualifications to perform each of the above Groups. The City will evaluate each submission based on the firm's ability to perform fiber optic network design & engineering, construction, testing, sourcing materials and supplies, and maintenance tasks as well as past experience. Interested participants shall provide a comprehensive history of education, background, technical experience, and expertise. Participants may submit for one group, a combination of groups, or all groups.

Qualified firms wishing to respond to the RFP must be capable of providing all items in a group submitted in their response, whether directly or through sub-contractors. The City reserves the right to approve or disapprove any sub-contractors. This does not, however, limit the use of qualified sub-contractors. The City may, at its discretion, award bids for some groups or sections to more than one proposer and may allocate work in that section to any of the awarded bidders. Situations which may be used to determine which firm is used include, but are not limited to timing, work load, material availability, size of work force, price, perceived quality of work, perceived expertise, and past experience.

This is not an exclusive contract. The City may, at its discretion, secure the services of other vendors for the work content represented in this bid package. The City may also contract with vendors who have been awarded groups in this bid under other contract arrangements and price structures, such as in cases in which simple unit pricing is not the most advantageous method of procurement.

For material, products, and equipment not identified in this bid package, time and material may be billed. Labor rates will be identified in Section 100. The City may, at its discretion, choose to provide all or a portion of the material for any undertaking authorized under this bid.

Where package prices are quoted in this bid (e.g. a fully spliced, terminated, cross-connected, and tested 12 fiber termination), the price may be reduced if part of the work content or material is deleted. Such changes in price must be demonstrated as being adequate and appropriate. In most cases, unit prices for the work content or material in a package price will be available in this document so that the portion of the work omitted is easily valued. In no case should the vendor invoice the City for work or material that, although it is a part of a package price, was not used or required on a particular job. Likewise, labor or material beyond what is normally in a package price may be invoiced as approved by City. Examples of this would be specialty hardware for mounting, or extremely unusual field conditions requiring specialty tools or labor well beyond the normal range. The vendor may refuse work if in the vendor's opinion the job

would be beyond its capabilities, the job is unsafe to work, or the vendor's cost to do the job will exceed billable rates. However, bidders should not respond to portions of this bid if they do not have a reasonable expectation of being able to complete all of the work authorizations at the submitted unit price. Performance in this area will be taken into account on bid extensions and other future procurement opportunities.

Since technological changes in this discipline are rapid, products that exceed the specifications of what is depicted in this bid document may be substituted with approval by the City at the unit prices in this bid document.

For all work authorized under this bid document, it will be the responsibility of the contractor to furnish as-built information as requested or required. Simple as-built information should be understood to be fiber splice configuration information, marked up drawings with noted changes from the design, beginning and ending cable footage markings at key locations as coordinated with the City, etc.; this is typically information that would have to be gathered by the vendor as a normal part of doing the job. As-built information may be delivered verbally, on paper, or electronically via e-mail or FTP site as agreed to by City and vendor for the particular job. There will be no separate billing for simple as-built information. The City may choose on a particular job to pay for advanced as-built information such as AutoCad, Visio, FiberTrak, or other drawings, GPS locates, or ESRI Shape Files. Labor rates in this bid package can be used to cover such products.

The systems affected by this contract are sometimes critical to the operations of the City, including emergency services. Bidders must be able to respond to emergency repairs as follows:

- Initial telephone / email response within one (1) hour of City's initial contact
- Initial repair forces on-site within four (4) hours of City's initial contact
- Equipment yard with supply of commonly used materials, tools, equipment, and vehicles within 75 miles of City of Cocoa.
- Technicians (minimum 2) and Installers (minimum 2) living or reporting to an office within 75 miles of City of Cocoa.

Bid Packages should include information on locations of equipment yards, typical stocking levels (generalized), reporting locations, and employee proximity to City. Emergency restorations may require work times beyond the normally scheduled work day. Overtime labor rates will be paid for emergency restorations requiring work before 6 AM or after 7 PM, or on a company recognized holiday.

Unit prices should be entered on the attached Price Schedule. It is unlikely that the work authorized in the contract period will specify all items listed. Items for which unit prices are being requested are those that the City anticipates may be used.

It should be noted that not all items described in the various sections have a corresponding billable entry in the Price Schedule. These items are presented as information on the associated work content. Not all billable entries in the Price Schedule have a specific corresponding explanation in the sections, but should be easily understood. Any questions regarding these entries should be addressed as indicated in the Introduction section.

As stated in the Evaluation Factors portion of this document, bids will be awarded based on the following Criteria for Award:

A. Experience (firm can document direct experience of specified work) 20%

B. Qualifications (firm possess skillset and knowledge of specified work)..... 20%
C. Capability (technical & financial ability to perform) 20%
D. Cost (price consideration) 20%
E. Corporate Office Location 10%
    a. Within Cocoa City limits ..... 10 pts
    b. Within 30 miles..... 7 pts
    c. Within 75 miles..... 3 pts
F. Past Performance, References, and Other Factors 10%

To evaluate item D above, the City will add up the total unit cost of each item listed below and create an average unit cost of the combined items for each group. These items are highlighted in yellow on the Price Schedule.

The items included in the Cost (price consideration) are as follows:

Group 1	**Group 2**	**Group 3**
100-4-101	200-5-12-36	201-4-113-12
100-5-102	200-5-13-36	201-4-113-24
100-6-103a	200-6-12-db	201-4-113-48
100-7-104a	200-7-TW	201-4-113-72
100-8-105a	200-7-MT	201-4-113-96
	200-7-JL	201-4-113-144
	200-7-ROW	201-4-114-24
	202-8-232	201-4-114-48
	202-8-233	201-4-115-24
		201-4-115-48
		201-8-12A
		201-8-24A
		201-8-48A
		201-8-RE
		201-8-ST-12A
		201-8-ST-24A
		201-8-A
		201-8-B

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the services required are adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

TECHNICAL & SPECIAL PROVISIONS

ACRONYMS

AASHTO .....American Association of State Highway and Transportation Officials
ANSI ..... American National Standards Institute
ASTM ..... American Society for Testing and Materials
BICSI ..... Building Industry Consulting Service International
BNC ..... Binary Network Connector
C .....Celsius
DA..... Distribution Automation
dB..... Decibel
DOT .....Department of Transportation
EIA.....Electronic Industries Alliance
ELFEXT.....Equal-Level Far-End Crosstalk
F ..... Fahrenheit
FDOT ..... Florida Department of Transportation
HDPE ..... High Density Polyethylene
IP .....Inside Plant
ISO ..... International Organization for Standardization
LED..... Light Emitting Diode
MFES .....Managed Field Ethernet Switch
MHz ..... Megahertz
MM .....Multi-Mode
NEC .....National Electric Code
NEMA..... National Electrical Manufacturers Association
NESC .....National Electric Safety Code
NEXT.....Near-End Crosstalk
OSHA..... Occupational Safety and Health Administration
OSP .....Outside Plant
OTDR.....Optical Time Domain Reflectometer
PE..... Professional Engineer
PS-FEXT.....Power Sum Far-End Crosstalk
PS-NEXT ..... Power Sum Near-End Crosstalk
RCDD ..... Registered Communications Distribution Designer
SM.....Single-Mode
TIA.....Telecommunications Industry Association
TMC..... Transportation Management Center
UL ..... Underwriters Laboratories

SECTION 100 – System Design, Engineering, Installation & Technical Labor

100-1 Description: The requirements contained herein address the procurement of fiber optic, electronic, design, or system related labor and mobilization services for the owner.

100-2 General Requirements: Furnish labor only in either hourly or lump sum units, as listed below to cover electrical, copper/wireless/fiber optic communications, electronics, and systems related work as requested by the owner or other agencies / departments as required. This will include but not be limited to communication systems installation, splicing, repairs, testing, and troubleshooting, electronic testing, and troubleshooting, and equipment replacements or upgrades. The labor classifications listed below should generally be on-staff or readily available to your firm in some verifiable arrangement. The professional certifications (PE and RCDD) listed below are required. The description of work that might be performed by someone in the following labor categories is typical. The educational and experience level, except for PE Services, is suggested and not necessarily required.

100-3 BICSI Registered Communications Distribution Designer: The individual in this position interacts with the owner to advise, respond, and stamp documents, drawings, and plans as needed. This position requires a RCDD Certification issued by BICSI. The duties of this individual include administrative and operational activities but are not limited to the following:

- Train Owner's staff in proper use of equipment, installation techniques, administrative reporting requirements, plans / specifications reading & interpretation, and owner policy adherence to BICSI standards
- Train Owner's staff in implementation and requirements of the USDOT Manual of Uniform Traffic Control Devices
- Manages project work schedule of others to BICSI practices and standards
- Assist installation staff as necessary with any and all activities as necessary to meet project schedules and requirements
- Perform project walk-throughs to develop project scope, plan of action, and schedule
- Develop project drawings reflecting job walk through for owner
- Review plans/specifications for projects to develop scope requirements, resource allocation plan, and errors / inconsistencies, and develop resource requirements (material, labor, equipment), and manage project resources to BICSI compliancy
- Review and complete reports including review of billable items with management.
- Address project payment authorizations and all construction issues with owner representatives, and / or CEI / inspectors / owner's representatives
- Manage reporting of necessary documents on behalf of the owner
- Review plans/specifications with owner prior to assignment of personnel to a project

- Update the owner with project status and meet with owner's elected bodies as required.
- Assist owner's engineering department with project related issues as they pertain to BICSI best practices and procedures
- Attends project meetings at the start of a project and when technical issues arise or on a regular basis as necessary

Knowledge, Abilities, and Skills: Know and understand the best practices, procedures, and standards of BICSI. Be able to use the BICSI TDM Manual and associated BICSI documentation as required by the Owner. Have skills to design and understand telecommunication systems. Knowledge of federal, state and local laws, regulations, rules and ordinances applicable to facilities maintenance, including best engineering practices, BICSI structured cabling and BICSI standards, and building access for the disabled (ADA). Advanced knowledge of most trades related to building construction, maintenance and repairs. Have advanced knowledge of the proper operation of installation of fiber and telecommunications tools and equipment, preventative maintenance practices, occupational hazards and safety practices applicable to best engineering practices and BICSI standards and methods. Knowledge of customer service practices. Have the ability to safely operate assigned vehicles and equipment. Have ability to read and follow blueprints and shop or engineering drawings. Have ability to establish and maintain effective working relationships with supervisors, co-workers, vendors and the general public. Have ability to communicate effectively, both orally and in writing.

Education and Experience: A (2) two-year degree from an accredited college is preferred. Must have completed the required BICSI training classes to have received a BICSI RCDD certification, and (5) five years of experience in telecommunications system design.

Licenses and Certifications: BICSI RCDD certification.

100-4 CADD Operator: An individual who coordinates, documents and facilitates graphical reporting on the daily work flow between the owner's and the contractor's operations. Individual must be able to maintain, program, and draft using various commercially available and customized software and develop specific engineering related documents and drawings and interface to databases throughout the company's system, and performs related duties as assigned. The following duties have been provided as examples of the essential types of work performed by positions within this job classification. The duties of this individual include administrative and engineering activities, but are not limited to the following:

- Perform CAD and related engineering services
- Attend routine, scheduled, coordinated and organized owner meetings to achieve contract plans / specifications for project completion and act as a general Owner / Contractor liaison for related owner communications
- Analyze, track and communicate CAD / GIS / survey strategies to enhance owner / contractor efforts
- Support owner / contractor installation and technical staff with various systems design and documentation services

- Prepare work orders, assign work and oversees CAD & GIS staff positions in the maintenance and operations of communication / network designs. Oversee all engineering work in progress to ensure adherence to industry, state/local standards
- Perform related duties & other tasks as directed by the owner / contractor

Knowledge, Abilities, and Skills: Proficient in performing above activities to industry best practices and BICSI structured cabling design standards within applicable safety standards. Have ability to develop, read and follow blueprints, shop and engineering drawings. Have ability to establish and maintain effective working relationships with supervisors, co-workers, vendors, and the general public. Have ability to communicate effectively – both orally and in writing.

Education and Experience: High School Diploma or the equivalent of a High School Diploma, and (2) two years of CADD or CADD related experience, or an equivalent combination of training and experience.

Licenses and Certifications: Possession of a valid Florida Commercial Driver's License, Class B.

100-5 Electronics Technician: The individual in this position will interact with all owner and contractor employees. Direction will be taken from the Contractor RCDD, Foreman or Superintendent. The RCDD Foreman or Superintendent reports to the contractor on behalf of the owner. The duties of this individual include, but are not limited to the following:

- Review plans and specifications with Lead Technician, Area Manager, or Owner's representative prior to assignment of technicians to a project
- Maintain all splice/test equipment, keep equipment clean, advise of calibration dates
- Report any/all equipment problems to the Equipment Manager
- Make Lead Technician or Area Manager aware of material needs, daily reports and timesheets. Ensure owner required paperwork is submitted each day and ensure that data report is accurate
- All equipment is to be inspected weekly & report submitted to the Equipment Manager
- Update the Lead Technician or Area Manager with project status each day so scheduling can be adjusted based on progress
- Assist with GPS locates
- Must have a clear understanding and be able to install cable in aerial, underground, and inside plant environments. Must have an understanding of the operation of bucket truck, lasher, blower, and tugger – including slack requirements for cable. Must be capable of reading and comprehending project plans and specifications and the ability to apply this understanding in the field
- Cable Management: Slack and proper routing, dressing cable in cabinet, vaults, manholes, pullboxes, Telecommunication Rooms, hubs, and any/all accessible points

- Prepping cable: Practice proper management in splice enclosures, termination cabinets to allow for re-entry for maintenance through the life of the cable plant. Prep for proper length of fiber for fan-out kits if applicable

Splicing: Owner requires Corning Fusion Splicers: M-90, X-77, I-lid, and opti-splice lid Fusion Splicers. Technician must be familiar with each splicer. Owner must approve substitutions.

Fusion Splicing: Preparing, analyzing and reading FO splice diagrams, must be able to determine continuity on a system/project. Must be capable of reading and comprehending project plans & specifications with ability to apply this understanding to field conditions including:

• Follow manufacturer's set-up procedures for the fusion splicer. Select proper V-grooves for the size of fiber.

• Use proper techniques when taking buffer tubes into the splice enclosure or fiber optic termination panel. Simulate their placement in the tray to determine proper lacing of fibers in the tray.

- Prep & cut fiber as needed to ensure the fibers will lay properly in the trays
- Bring all buffer tubes into the tray on the same end of the tray.
- Label buffer tubes and fibers inside the splice tray.
- Add Heat Shrink to all fibers in the buffer tube.
- Strip, clean & cleave fiber to proper length and angle
- Splice must be below .03dB to meet specifications when testing with an OTDR after placement of fusion heat shrink.
- Place splices in the tray in color code order

Testing: Individual must be proficient in above procedures as well as the ability to develop and determine optical loss budget calculation. The individual must have the ability to OTDR test using the proper Index of Refraction (IOR), be knowledgeable in the operation of Light Source/Power Meter testing and BICSI standard labeling.

Troubleshooting: Must be able to determine why a system is not operational-and solve the problem.

Knowledge, Abilities, and Skills: Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and BICSI structured cabling standards. Proficient with proper installation, termination & testing of communication networks as detailed above while applying safety practices applicable.

Education and Experience: High School Diploma or the equivalent of a High School Diploma, and (2) two years of technical experience, or an equivalent combination of training and experience.

Licenses and Certifications: Possession of a valid Florida Commercial Driver's License, Class B.

100-6 Cable Installer: The individual in this position will interact with all owner and contractor employees. Direction will be taken from the Jobsite Foreman or Superintendent. The duties of this individual include, but are not limited to the following:

- Perform aerial installation of fiber optic cable, span wire and necessary hardware
- Perform underground installation of fiber optic cable and/or tracer wire
- Perform down guy installation.
- Direct other Fiber Optic Cable Installer.
- Ability to read and comprehend plans
- Perform weekly equipment inspections
- Complete daily reports as required
- Follows direction of the Jobsite Foreman, Superintendent, and / or Area Manager for project schedules, materials, equipment, and crews
- Requires a CDL Driver's license issued by the State in which the employee resides
- Work in all types of weather conditions is a requirement
- Other duties as assigned by Management.

Knowledge, Abilities, and Skills: Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and BICSI structured cabling standards. Proficient with proper aerial, underground and wireless installation of communication networks as detailed above while applying safety practices applicable.

Education and Experience: High School Diploma or the equivalent of a High School Diploma, and (2) two years of technical experience, or an equivalent combination of training and experience.

Licenses and Certifications: Possession of a valid Florida Commercial Driver's License, Class B.

100-7 Duct Installer: The individual in this position interacts with all owner / contractor employees. Directions are taken from the Jobsite Foreman or Superintendent. The Jobsite Foreman or Superintendent reports to the Area Manager. The duties of this individual include, but are not limited to the following:

- Install pull boxes and conduit (by plow-trench-bore methods)
- Place delineator markers
- Ability to read and comprehend plans
- Perform weekly equipment inspections
- Complete daily reports as required
- Follows direction of the Jobsite Foreman, Superintendent, and / or Area Manager for project schedules, materials, equipment, and crews
- Requires a CDL Driver's license issued by the State in which the employee resides
- Work in all types of weather conditions is a requirement
- Other duties as assigned by Management.

Knowledge, Abilities, and Skills: Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and FDOT duct placement specifications. Proficient with all Florida Sunshine One Call locate and notification activities; all underground trench-plow-bore installation procedures in support of both electrical and low voltage communication networks as detailed above while applying safety practices applicable.

Education and Experience: High School Diploma or the equivalent of a High School Diploma, and (1) one year of technical experience; or an equivalent combination of training and experience.

Licenses and Certifications: Possession of a valid Florida Commercial Driver's License, Class B.

100-8 Basis of Payment: Price and payment will be full compensation for all work specified in this section. Payment will be made under:

- Item No. 100-3-101 Labor – BICSI RCDD, (per Hour)
- Item No. 100-4-102 Labor – CADD Operator, (per Hour)
- Item No. 100-5-103a Labor – Electronics Technician, Travel/Standby, (per Hour)
- Item No. 100-5-103b Labor – Electronics Technician, Onsite, (per Hour)
- Item No. 100-6-104a Labor – Cable Installer, Travel/Standby, (per Hour)
- Item No. 100-6-104b Labor – Cable Installer, Onsite, (per Hour)
- Item No. 100-7-105a Labor – Duct Installer, Travel/Standby, (per Hour)
- Item No. 100-7-105b Labor – Duct Installer, Onsite, (per Hour)

SECTION 200 – OSP CONSTRUCTION CONDUIT – UNDERGROUND

200-1 Description: Install conduit for electrical and low voltage systems as shown in the plans or referenced to FDOT Design Standards, Index No. 17721.

200-2 General Requirements: Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's / Owner's approval of all major deviations in conduit locations from those shown on the plans.

Do not place more than the equivalent of four quarter bends or 360 degree of bends, including the termination bends, between the two points of termination in the conduit, without a pullbox. Obtain the Engineer's/ Owner's approval to use corrugated flexible conduits for short runs 6 feet or less.

Use only intermediate metal conduit, rigid galvanized conduit, rigid aluminum conduit or PVC coated intermediate metal conduit for above-ground or underground electrical power service installations.

Use either schedule 80 PVC or fiberglass reinforced epoxy conduit for installations on bridge decks. Use either schedule 40 PVC or fiberglass reinforced epoxy, conduit for underground and under pavement installations, except for electrical power service.

When the installation of a conduit requires jacking under paved surfaces, railroads, etc., use an intermediate metal conduit as the sleeve for the underground conduit. Install the underground conduit as shown in the Design Standards, Index No. 17721.

When a conduit installation changes from underground to above-ground, make the change a minimum of 6 inches below finished grade.

Install a jetline or polypropylene cord the full length of all conduits that are designated for future use. Ensure that a minimum of 24 inches of pull line is accessible at each conduit termination (or as approved by the Engineer / Owner).

Install an expansion fitting when conduit crosses an expansion joint of a structure.

Use couplings and expansion joints made of the same material as the conduit.

Ensure that all joints are made as specified by the manufacturer and are waterproof.

For installations not specifically shown, install the conduit in accordance with NEC and/or National Electrical Safety Code requirements.

When earth backfill and tamping is required, place backfill material as per Section 120 in layers approximately 12 inches thick, and tamp each layer to a density equal to or greater than the adjacent soil.

When trenching instead of boring, saw cut and repair all pavement and sidewalks encountered. When backfilling trenches in existing pavement, use a commercially available sand-cement (approximately 10:1 mix ratio).

Provide a standard clearance between underground control cable and electrical service cable or another parallel underground electrical service cable that meets National Electrical Safety Code requirements.

200-3 – Materials Use materials meeting the requirements specified below:

200-3.1 – HDPE Duct: Provide an outer duct and innerduct that is suitable for underground use in an ambient temperature range of -30 to 130 degrees F without degradation of material properties.

Provide outer duct and innerduct that is resistant to benzene, calcium chloride, ethyl alcohol, fuel oil, gasoline, lubricating oil, potassium chloride, sodium chloride, sodium nitrate, and transformer oil, and is protected against degradation due to oxidation and general corrosion.

Provide outer duct and innerduct with an outer diameter to minimum wall thickness ratio that complies with ASTM-D3035, Standard Dimension Ratio (SDR) 13.5.

Provide outer duct and innerduct that meets or exceeds the following:

ASTM-D638:	Tensile Strength – 3,000 psi minimum
	Elongation – 400 percent minimum
ASTM-D1238:	Melt Index – 0.4 maximum
ASTM-D1505:	Density – 0.941 – 0.955 g/cc
ASTM-D1693:	Condition B – 20 percent failure, maximum
ASTM-D2444:	Impact – NEMA Standards Publication TC7
ASTM-D3350:	Cell classification – 334420 or 344420

Provide outer duct and innerduct with a coefficient of friction of 0.09 or less.

Provide ½-inch, pre-lubricated, woven polyester tape pull line with a minimum rated tensile strength of 2,500 lb.

200-3.1.1 – HDPE Outer Duct: Provide factory lubricated low friction, coilable, high-density conduit constructed of virgin high-density polyethylene. Provide outer-duct conduit with a smooth outer wall, and inner wall, and ensure the conduit is capable of being coiled on reels in continuous lengths, transported, stored outdoors and subsequently uncoiled for installation without affecting its properties or performance.

Provide multi-duct conduit organizers at all points where the multi-duct conduit enters and exits into a junction box, pull box, splice-vault, cabinet, or similar structure. Provide multi-duct conduit organizers that are appropriately sized relative to the ducts. Provide conduit spacers that are appropriately sized relative to the ducts.

200-3.1.2 – HDPE Innerduct: Provide factory lubricated, industry sized 1½ or 2 inch inside diameter as listed in the plans, low friction, coilable, conduit constructed of virgin high-density polyethylene innerduct. Said innerduct shall conform to ASTM D-2239 and meet the following minimum requirements: Smooth wall SDR-11, nominal outer diameter of 1.592 inches, minimum inner diameter 1.360 inches and a minimum wall thickness of 0.106 inches. Provide conduit with a smooth outer wall and ribbed inner wall and ensure the conduit is capable of being coiled on reels in continuous lengths, transported, stored outdoors and subsequently uncoiled for installation without affecting its properties or performance. Innerduct shall be furnished in the following factory extruded colors: orange, white, black, and yellow as specified. Red shall be reserved for electric.

Furnish and install innerduct with an uninterrupted detectable Kevlar pull (mule) tape, with a minimum of 3-feet of excess tape extending out of each end of the innerduct or as directed by owner / Engineer. These pull tapes shall be utilized in future phases for the installation and detection of fiber optic cable.

Provide mechanical duct plugs that provide a watertight barrier when installed in an unused conduit or outer-duct conduit. Provide duct plugs sized in accordance with the conduit furnished. Provide duct plugs that are removable. All conduits shall come with factory installed duct plugs to keep out dust, dirt, and water.

Provide mechanical sealing devices that provide a watertight barrier between the conduit and communications cable. Provide mechanical sealing devices sized in accordance with the conduit furnished and with appropriately sized holes for the communications cable. Provide mechanical sealing devices that are removable.

200-3.1.3 – HDPE Innerduct: Same as 200-3.1.2 except without detectable mule tape.

200-3.1.4 – MaxCell innerduct in lieu of HDPE innerduct may be allowed if approved by owner.

200-3.2 – Secondary Underground Conduit: Furnish and install HDPE or PVC conduit sized per plans for additional pipe in common trench. Install the proper size and quantity

of conduits to be used in accordance with the minimum conduit size and quantity requirements of the NEC and as approved by the owner.

200-3.3 – Above Ground Conduit: Furnish and install conduit for above ground use (a riser assembly on a utility service pole for the purpose of bringing power from above ground to underground conduit/duct, or bridge mounted or other above ground structure) consisting of galvanized rigid steel (GRS), aluminum, or Schedule 80 PVC conduit in accordance with ASTM D 1785, and as approved by the owner.

Furnish and install Schedule 80 PVC conduit, aluminum or Rigid Metal Conduit (RMC) for bridge crossings, attached to the bridge structures, under the parapet, wherever feasible and applicable. All rigid steel conduit material utilized shall be compliant with UL-6, ANSI C-80.1 and to Article 346 of the NEC. All aluminum conduits shall be of aluminum 6063 aluminum alloy, T-1 Temper, ANCI C80.5, and NEC 250.118(2). All required connectors, adapters, fittings, conduit straps or "U" guard clamps and incidentals required and necessary for above ground installations shall be galvanized and provided to construct a complete conduit/duct system.

No reducing couplings or reduction in the inside diameter of conduit shall be permitted. No intermediate metallic conduit (IMC) or thin-wall type electrical conduit shall be permitted for outdoor use.

Furnish and install a galvanized metal conduit grounding bushing, or aluminum metal conduit grounding bushing on the terminating ends of all GRS/aluminum conduit runs. The bushings shall have an insert made of plastic or other suitable material to protect wiring installed in the conduit. The bushing shall have a compression-type grounding lug for bonding the conduit to the ground rod in the pull box. Do not field drill sealing bushings.

200-4 Method of Measurement: The Contract unit price for conduit furnished and installed complete and all necessary supplies required for installation.

200-5 Conduit

200-5.1 General: Place conduit (location and depth) as required by the FDOT *Utility Accommodation Manual*, the plans, or as specified by the owner / designer. If the required depth cannot be accomplished due to soil conditions, obstructions, etc., additional mechanical protection may be required at the discretion and approval by the Owner.

For underground conduit/duct requiring additional mechanical protection (i.e., boring under railroads, shallow boring depth, proximity to foreign utilities, etc.), furnish and install black steel pipe (BSP) as an outer sleeve / casing, or other materials as required by the permitting agency and/or approved by the Owner.

After the installation of the innerducts and upon completion of the tamping and backfill process, perform a mandrel test on each individual duct to ensure that no duct has been damaged. Provide a non-metallic mandrel having a diameter of approximately one inch for use in 1¼-inch innerduct. If damage has occurred, replace the entire length of duct.

Test HDPE conduit for continuity and proper installation using a pressurization process; plug each innerduct and pressurize it to achieve a minimum pressure of 100 psi for a minimum of two minutes.

No roadway pavement cuts will be allowed unless approved by the Owner.

Conduit entrances into base-mounted field cabinets through the sides, back or top of the cabinet are not permitted. All conduit attachments to rigid structures shall require a shop drawing / plan detail showing the attachment method for review.

Conduits terminating in base mounted cabinet foundations shall extend a minimum of two inches above the foundation. All bends shall be 90° sweep, suitable for fiber optic cable, free from kinks, and of such easy curvature to permit the drawing in of cables without damage to insulation.

All new base mounted field cabinet foundations shall have installed at least two spare empty two-inch conduits terminating in a pull box. All conduits installed without cable shall have a pull wire installed.

Any metal conduit utilized shall be grounded and bonded in accordance with the NEC. All installation and construction work on all facilities shall be in compliance with the NESC.

200-6 Conduit Placement

200-6.1 Multi-Duct Installation in Outer Duct: Simultaneously install the individual colored innerducts in the outer duct. Install the multi-duct conduits using an approved cable pulling lubricant.

Use a dynamometer (clutch device) so as not to exceed the maximum allowable pulling tension. Do not use a motorized vehicle to generate pulling forces.

Keep tension on the ducts and the pulling line at the start of each pull. Do not release the tension if the pulling operation is halted. Restart the pulling operation by gradually increasing the tension until the multi-ducts are in motion. Once the multi-duct system is installed in the outer duct, install the duct organizers at the point where the multi-duct system enters or exits the junction box, pull box, splice vault, or other similar structure, or cabinet.

Extend the ends of the multi-duct conduit such that upon completion of the installation, the ducts will extend a minimum of two inches above concrete surfaces and four inches above crushed stone bases.

200-6.2 Splicing of the Conduit: Splice or join sections of conduit(s) using manufacturer's recommended splice kits. Upon approval, a junction box or pull box may be installed at locations where splicing or coupling of the conduit is necessary due to problems encountered with the installation. Use of mechanical couplings may be approved by the Owner on a project basis depending upon project requirements.

200-6.3 Duct Plugs and Mechanical Sealing Devices: Following the installation of conduit where the communications cable is not immediately installed use a duct plug to

seal the ends of the conduit. Secure the pull line to the duct plug in such a manner that it will not interfere with the installation of the duct plug and provide a watertight seal.

In conduits containing communications cable, seal the conduit with an approved mechanical sealing device. Ensure the installation provides a watertight seal.

200-6.4 – This item is meant to cover those situations where standard boring methods and procedures are not acceptable. Use of this pay item must be approved by Owner in advance.

200-7 Conduit Detection

200-7.1– Tracer Wire – As an alternative to 200-7.1.3, a 14-gauge tracer wire may be specified for placement in conduit.

200-7.2 – Marking Tape and Detectable Pull Tape: Furnish and Install a Marking Tape and Detectable Pull Tape location system, comprised of two components:

1. Elastic PVC marked, 6-inch, tear resistant, corrosion resistant tape. The color of the tape shall be orange with "(owner designation) FIBER OPTIC CABLE – CALL BEFORE DIGGING" printed every 3 feet in black letters and shall be buried between 12 to 18-inches below grade; and
2. A detectable pull tape shall be pulled in unison with the cable and left in all duct/s.

200-7.3 – Cable Route Markers: Furnish and install delineators that are tubular in design and constructed of Type III high-density polyethylene material. Provide delineator assemblies that are ultraviolet stabilized to help prevent their components from color fading, warping, absorbing water, and deteriorating with prolonged exposure to the elements. Provide delineator posts that have a cap that is orange in color.

The delineator assemblies shall include the descriptive information "(Owner Designation) OPTIC CABLE – CALL 811 BEFORE DIGGING", printed in black on an orange reflective background material that will not fade or deteriorate over time. The printed message shall be partially visible from all directions approaching the assembly.

As field conditions dictate, fiber delineators shall be placed at approximately 500 foot intervals or as approved by the owner / designer on the rights-of-way line, but should be placed to avoid visual clutter in urban areas. Owner / Designer should approve number, frequency, and location of markers

200-8 – Basis of Payment: Price and payment will be full compensation for all work specified in this section. Payment will be made under:

- Item No. 200-5-12-24 Conduit –2" placed at 24", machine trenched, per 10 Feet (Furnished and Installed)
- Item No. 200-5-12-36 Conduit – 2" placed 36", machine trenched, per Foot (Furnished and Installed)
- Item No. 200-5-13-24 Conduit – 2" placed 24"' hand trenched, per Foot (Furnished and Installed)

- Item No. 200-5-13-36 Conduit – 2" placed 36", hand trenched, per Foot (Furnished and Installed)
- Item No. 200-5-12-ep Conduit –2", extra pipe in trench, per Foot (Furnished and Installed)
- Item No. 200-6-1.25 Placement – 1 ¼", innerduct, corrugated, colored, per Foot (Furnished and Installed)
- Item No. 200-6-41.25 Placement – 4W 1 ¼", HDPE colored, per Foot (Furnished and Installed)
- Item No. 200-6-23 MaxCell Placement – 3 cell for 2" and larger conduits
- Item No. 200-6-33 MaxCell Placement – 3 cell for 3" and larger conduits
- Item No. 200-6-43 MaxCell Placement – 3 cell for 4" and larger conduits
- Item No. 200-6-00-18 Placement –Cable Direct Bury, hand dig, 18" placement, per Foot (Install only)
- Item No. 200-6-00-30 Placement – Cable Direct Bury, plow, 30" placement, per Foot (Install only)
- Item No. 200-6-12-db Placement – 2" HDPE, Directional Bore, per Foot (Furnished and Installed)
- Item No. 200-6-14-db Placement – 2" HDPE, Directional Bore, Special Conditions, per Foot (Furnished and Installed)
- Item No. 200-6-15-db Placement – 4" HDPE, Directional Bore, per Foot (Furnished and Installed)
- Item No. 200-6-16-db Placement – 4" HDPE, Directional Bore, Special Conditions, per Foot (Furnished and Installed)
- Item No. 200-6-18-db Placement – 8" HDPE, Directional Bore, under waterway, <1000lf, per Foot (Furnished and Installed)
- Item No. 200-6-12grs Placement – 2" GRS per Foot (Furnished and Installed)
- Item No. 200-6-14grs Placement – 4" GRS per Foot (Furnished and Installed)
- Item No. 200-6-12fbr Placement – 2" Fiberglass, Bridge mount, per Foot (Furnished and Installed)
- Item No. 200-6-14fbr Placement – 4" Fiberglass, Bridge mount, per Foot (Furnished and Installed)
- Item No. 200-7-TW Detection –Detectable Tracer Wire, per Foot (Furnished and Installed)
- Item No. 200-7-MT Detection –Detectable Marking Tape, per Foot (Furnished and Installed)
- Item No. 200-7-JL Detection – Jet Line, per Foot (Furnished and Installed)
- Item No. 200-7-ROW Detection –ROW Delineator Marker Post, orange, 6', per Each (Furnished and Installed)

SECTION 201 – SYSTEM COMMUNICATIONS

201-1 Fiber Optic Infrastructure

201-2 Description: The requirements contained herein address the procurement and installation of passive fiber optic infrastructure for the owner.

201-3 General Requirements: Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to splice trays and closures, patch panels, fan-outs, terminations, and fusion splices.

Furnish all tools, equipment, materials, supplies, and manufactured articles, and perform all operations and equipment integration necessary to provide a complete, fully operational passive fiber optic infrastructure.

The necessary equipment shall be the responsibility of the contractor. Provide all labor and equipment necessary to move inventory& to transport it to the installation location. Install all items in accordance with the manufacturer's instructions or as directed by the owner.

201-4 Materials:

201-4.1 Fiber Optic Cable: Provide outside plant cable (OSP) cable suitable for installation in an underground conduit or direct bury environment including constant immersion in water for outdoor installations. All cable shall be loose-tube, non-metallic construction unless otherwise specified. The cable shall be provided and installed in continuous lengths. Fibers in the fiber optic cable shall be spliced and/or terminated as specified by owner / designer. Generally, though not always, straight splices will require the splicing of all fibers

All optical glass shall be of the same manufacturer.

The cable shall be capable of withstanding a minimum-bending radius of 10 times its outer diameter during operation and 20 times its outer diameter during installation without changing the characteristics of the optical fibers.

All fibers are to be Single-Mode unless specifically noted on plans by the owner.

The following table presents the optical requirements of the Single-Mode and Multi-Mode fiber:

Table 201-4.1 Optical Fiber Specifications

Parameters	**Single-Mode**	**Multi-Mode**
Type	Step Index	Graded Index
Core Diameter	8.3µm (Nominal)	62.5µm
Cladding Diameter	123µm	125µm
Core to Cladding Offset	≤ 0.8µm	≤ 1.5µm
Coating Diameter (OSP)	245µm +/-5µm	245µm +/-5µm
Coating Diameter (IP)	900µm ± 15µm	
Cladding Non-circularity	≤ 0.7%	
Proof Tensile Test	100 kpsi (0.7 GN/m²)	
Attenuation		
@850nm (MM)	N/A	≤ 3.5 dB/km
@1300nm (MM)	N/A	≤ 1.0 dB/km
@1310nm (SM)	≤ 0.4 dB/km	N/A
@1550nm (SM)	≤ 0.3 dB/km	N/A
Bandwidth		
@850nm (MM)	N/A	200
@1300nm (MM)	N/A	1000
Chromatic Dispersion		
Zero Dispersion	1301.5/1321.5nm	
Wavelength Zero		
Dispersion Slope	0.089 ps/(nm²-km)	
Maximum Dispersion	3.3 ps/(nm•km) for 1285-1330nm <18ps/(nm•km) for 1550nm	
Cut-Off Wavelength	1260nm	
Numerical Aperture		
(EIA-455-47)	N/A	0.275

All optical fibers shall be proof tested by the fiber manufacturer at a minimum load of 100-kpsi. All optical fibers shall be 100% attenuation tested at the factory for compliance with performance specifications described herein. The attenuation data for each fiber shall be provided with each cable reel.

201-5 Fiber Optic Cable Outside Plant Cable (OSP): Unless specified otherwise, provide cable of a water-blocked, loose tube construction with buffer tubes wrapped around a dielectric central strength member. All fiber(s) shall be contained within buffer tubes, and each buffer tube shall have an inside diameter much greater than the total diameter(s) of the fiber(s) it supports. The fiber optic cable shall have a reverse oscillation or planetary stranding structure.

The buffer tubes shall be color coded in compliance with EIA/TIA-598 "Color Coding of Fiber Optic Cables". All fibers shall be color coded in compliance with EIA/TIA-598 "Color Coding of Fiber Optic Cables".

Jacket construction and the configuration of the groups shall be such that they can easily be separated at splice points, permitting one set of fibers to be cut and spliced while the others remain continuous.

Submit proposed cable designs for the owner approval prior to procurement and installation of cable plant if the cable is something other than what is normally used.

The cable shall have a water-block tape over the buffer tubes and throughout the remainder of the cable to prevent entry of water.

Each fiber or group of fibers shall be free-floating within the tubes such that all mechanically or environmentally induced stress placed upon the cable is de-coupled from the fibers. The air within the buffer tubes shall be displaced with a gel to prevent entry by water and to facilitate free movement of the fiber(s) within.

The cable shall be capable of withstanding a pulling tension of 2700 N (600 lbs) under load conditions and 600 N (135 lbs) under static conditions and a crush resistance of 220 N/cm (length of cable), without changing the characteristics of the optical fibers.

The outer jacket shall be UV and fungus resistant.

201-5.1 Cable Labeling Cables shall be distinguishable from each other by labeling. Cable tags similar to Blackbox 32785 shall be attached to the cable at each pullbox, pole attachment, or entry into a termination facility. The jacket or sheath shall be marked with the manufacturer's name, date of manufacture, cable description, fiber count, and sequential measurement markings at least every 3-feet.

The cable shall be capable of withstanding the following environmental conditions:

Installation:	-30 degrees to +70 degrees
Storage:	-40 degrees to +70 degrees
Operation:	-40 degrees to +70 degrees

201-5.2 Riser Cable, Multi-Mode OFNR

201-5.2.1 Riser Cables up to 24 Fibers: In cables with more than one fiber, the fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord may be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

201-5.2.2 Riser Cables with More than 24 Fibers: The buffered fibers shall be grouped in six fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath

the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

201-5.2.3 Non-Plenum Applications. The storage temperature range for the cable on the original shipping reel shall be 400C to +700C. The installation/operating temperature range for riser cables shall be -200C to +700C. Testing shall be in accordance with FOTP-3.

201-5.3 Plenum Cable, Multi-Mode OFNP

201.5.3.1 Plenum Cables up to 24 Fibers: The fibers may be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord shall be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

201.5.3.2 Plenum Cables with 24 to 72 Fibers: The buffered fibers shall be grouped in six fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

201.5.3.3 Plenum Cables with More than 72 Fibers: The buffered fibers shall be grouped in twelve fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits may be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

201.5.3.4 Plenum Applications. The storage temperature range for the cable on the original shipping reel shall be -400C to +700C. The installation/operating temperature range for plenum cables shall be 00C to +700C. Testing shall be in accordance with FOTP-3.

201-6 Installation Requirements: Utilize fiber optic cable installation techniques such that the optical and mechanical characteristics of the cables are not degraded at the time of installation.

201-6.1 Cable Pulling: Before starting any construction, all contractor personnel (including subcontractors) shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations, FDOT safety practices and policies, and the Florida State “One-Call” System requirements.

Perform the cable pulling operation in such a manner that the minimum-bending radius of the cable shall not be exceeded in the unreeling and pulling operations. Use entry guide chutes to guide the cable into the pull-box conduit ports. Utilize lubricating compound to minimize cable-to-conduit friction. Lubricating compound must be a water-based compound specifically produced for fiber optic cable lubrication. Lubricants such as dish soap and other substitutes are not allowed.

Corner rollers (wheels), if used, shall not have radii less than the minimum installation bend radius of the cable. A series array of smaller wheels can be used for accomplishing the bend if the cable manufacturer specifically approves the array. Continuously measure the cable pulling tension; the pulling process shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks shall be used to insure during the pulling process the cable will not be subjected to pulling stresses exceeding exceed 2700 N (600 lbs).

When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

The contractor is permitted to use air-assisted blowing for the fiber optic cable installation within the conduit. Air-assisted blowing may consist of either the high air speed blowing (HASB) method or the piston method.

While using the HASB method, the volume of air passing through the conduit shall not exceed 600 cfm or that air pressure stipulated by the conduit manufacturer. In using the piston method, the volume of air passing through the conduit shall not exceed 300 cfm or the conduit manufacturer's recommended air volume, whichever is more restrictive.

The contractor shall insure that the fiber optic cable procured for this project is flexible and approved by the cable manufacturer for air-assisted blowing installation methods. The

Contractor shall also be responsible for ensuring that the type of conduit procured for this project does not have physical characteristics that would disrupt the flow of air needed for proper cable installation (e.g., circumferential ribs or corrugations).

The conduit shall be able to hold up to 100 psi of air without leaks. Conduit splices are critical and must not reduce the interior diameter of the conduit. Aluminum couplers, suitable for air-assisted blowing of fiber optic cable, shall be used for both HASB and piston method cable installations.

A factory furnished lubrication, especially engineered for blowing methods of cable installation, shall be used, and regular cable-pulling lubricants will not be permitted for air-assisted blowing installation methods. Fiber optic simplex duct plugs used with air-assisted blowing installations shall require seals sized to the cable in order to prevent leakage from the pressure chamber around the entering cable.

General field procedures for air-assisted blowing installations of fiber optic cable shall be as follows:

- Ensure that the conduit system is properly installed with pressure-tight conduit splices. Test the conduit system prior to cable installation by sealing one end of the conduit and pressurizing the conduit using a sealed blowing machine.

The conduit should not lose air pressure at any significant rate as determined by the owner.

- If using the HASB method, cap the front end of the cable to prevent it from hanging up in the conduit. Use air seals that fit properly around the outside diameter of the cable being installed.
- Clean, dry, and establish the airtight integrity of the conduit, by blowing a hard mandrel through the conduit to establish that the conduit is not crushed. Blow a tight-fitting foam carrier through the conduit at high pressure. The foam carrier should travel through at approximately 100 fps in a clean conduit. If excess water or dirt comes from the conduit, repeat the process. At the owner discretion, dry the conduit with dry airflow prior to cable installation.
- For the HASB method, inject the recommended amount of lubricant, and spread it by blowing another foam carrier through. For the piston method, inject the majority of the lubricant in front of the missile, with some lubricant placed behind it.
- Connect the blowing machine to the conduit. For HASB machines, hand feed approximately 100 feet of cable into the duct prior to closing and sealing the cable and air chamber on the blowing machine. For piston machines, attach the piston to the cable and insert the piston into the duct. For both installation methods, follow the machine manufacturer's instructions for all operations.
- Check all pneumatic and hydraulic hook-ups prior to increasing the air pressure.
- Keep cable ends sealed at all times during installation, using an approved cable end cap. Do not use tape to seal the cable end. The cable end shall remain sealed until termination takes place.
- Install fiber optic cable such that the optical characteristics are not degraded in any manner. Provide adequately trained personnel for the installation of the cable and for the fusion splicing. Test all fiber links.
- Provide sufficient slack for proper termination in the cabinet communications compartment for all cables that are not immediately terminated.

201-6.2 Cable Slack Requirements: Throughout the cable plant, pull and store excess cable slack at each pull box, splice box, hub, and each TMC or TOC. The following lengths of slack cable are minimums:

A. Fiber Pull Box 50 ft.
B. Fiber Splice Box 200 ft.
C. Bridge Barrier Wall 20 ft.
D. Device Cabinet 20 ft.
    a. Hub Building (Inside) 100 ft.
    b. TMC (OSP Entrance) 100 ft. Maximum
E. Equipment / Control Room 50 ft. Slack at FO Distribution Panel

-OR- AS SPECIFIED BY OWNER / DESIGNER

Provide proper storage of slack cable – both long term and short term. Do not leave slack cable lying free on the ground, bottom of a pull box, or floor of a Device Cabinet, Hub Building, or RTMC, except during the actual pulling process.

201-7 Detectable Tape/Tone Wire and Delineator Markers

201-7.1 Detectable Tape/Tone Wire: Provide a Marking Tape and Detectable Pull Tape location system comprised of two components:

1. Elastic PVC marked, 6-inch, tear resistant, corrosion resistant tape. The color of the tape shall be orange with "(Owner Designation)" (as required) FIBER OPTIC CABLE – CALL BEFORE DIGGING" printed every 3 feet in black letters and shall be buried between 12 to 18-inches below grade; and
2. A detectable pull tape or #14 AWG approved tracer wire will all be pulled in unison with the cable and left in all duct runs – not necessarily each duct.

201-7.2 Delineator Markers: Furnish delineator markers that are a tubular design, approximately (6) six feet (1.8 meters) long and constructed of high density polyethylene material. Provide delineator assemblies that are ultraviolet stabilized to help prevent components from color fading, warping, absorbing water and deterioration with prolonged exposure to the elements. Provide delineator posts with caps that are orange in color.

Provide text, including the contact number, that is hot stamped in black on a yellow reflective background material that will not fade or deteriorate over time. Provide delineator markers with a nominal message height of 15 inches (380 mm) and that contain the following test visible from all directions as much as possible approaching the assembly: WARNING, FIBER OPTIC CABLES, BEFORE EXCAVATING OR IN AN EMERGENCY CALL 811 (owner designation). Markers shall be placed at each box location and every 500' or as directed by owner.

201-8 Fiber Optic Drop Cable (12 STR SM Pre-Terminated Assembly): The owner may allow use of pre-terminated drop cables for specific device connections to maintain the expandability of the infrastructure. Use a Field Installed or Factory Pre-Terminated / Encapsulated patch assembly which shall be specifically designed for network applications. The drop cable and patch panel assembly shall be supplied complete as one unit. The drop cable and patch panel assembly shall be manufactured either in the field or at the factory using customized lengths of drop cable specific to each installation location. It shall be the complete responsibility of the contractor to verify the length requirement for each pre-terminated drop assembly as defined by the location of each independent device cabinet and the trunk cable.

Provide a drop cable assembly comprised of a field terminated or factory terminated drop cable integrated into a protective housing and a custom length of drop cable. The Patch Panel shall be black in color and built of an ABS Plastic and shall have 4, 6 or 12 ST SM couplers (based on drop cable fiber count requirement) with ceramic inserts along the length of the housing. The couplers shall be configured in an arrangement to facilitate easy access to each coupler pair. Each coupler port shall have a label affixed to designate the port number and the fiber numbers terminated to that port respectively. The fiber optic connectors on the inside of the housing shall be constructed with all ceramic ferrules. A full 100% of the fiber terminations shall be optically and visually tested for attenuation and reflectance and shall exhibit an optical performance as stated in Table 201-9.1: Optical Termination Losses of this Technical Special Provision.

The housing shall incorporate a 2.5-inch minimum strain relief boot around the exiting drop cable to provide bend radius protection and short-term cable retention of at least 200 lb/ft. The housing shall have integrated mounting notches for field mounting.

201-9 Optical Splicing Requirements

201-9.1 Fusion Splicing: Utilize the fusion technique for all splices. Utilize fusion splicing equipment that has been cleaned, calibrated and specifically adjusted to the fiber and environmental conditions at the start of each shift. Provide splice enclosures, organizers and incidentals, and cable end preparation tools and procedures, compatible with the cable type being delivered.

201-9.2 Splice Protection: Each spliced fiber shall be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve shall cover the splice and any bare fiber stripped of its coating. The use of RTV or silicone is strictly prohibited.

201-9.3 Splice Enclosures: Provide outdoor optical splice enclosures capable of aerial, duct, or buried applications. The splice enclosure shall consist of an outer enclosure, an inner enclosure, and splice trays. The splice enclosure shall provide space-enabling entry of fiber optic cable without exceeding the minimum bend radius of the cable. The splice enclosure shall be capable of through, branch, or mid-span type splice locations; however; all splice enclosure cable entry for this project shall be in butt configuration. All cables shall enter into the splice enclosure on only one side. This allows ease in cable handling, bend radius, and maximizes the space inside the communications box. Only one cable per entry port shall be allowed. Furnish and install the splice closure with the correct number of entry ports as dictated by each fiber optic splice location.

The splice enclosure shall be designed to permit selective fiber splicing (looping a backbone cable in and out while only cutting into the desired fibers – known as Mid-Span Splicing). Accomplish loose tube entry using a mid-access tool or split-entry tool.

The splice enclosure shall allow splicing of all fibers in the cables being terminated.

The outer enclosure shall be waterproof, re-enterable, and shall utilize an encapsulant between the inner and outer enclosure to prevent the ingress of moisture.

The inner enclosure shall be designed to protect the buffer tubes and the splice trays. The inner enclosure shall be re-enterable.

The splice trays within the inner enclosure shall be capable of accommodating the required number of splices including storage and protection of slack fiber.

201-9.4 Interconnect Centers: Furnish compact, modular interconnect centers designed to mount (rack or wall) inside the equipment cabinets. Design and size interconnect centers to accommodate all fibers entering equipment cabinets.

Provide splice trays that hold, protect, and organize optical fibers and that secure fibers inside the splice tray. Design and size splice trays that fit accordingly in the rack or wall mount unit that accommodate all fibers entering the splice tray and that will provide sufficient space to prevent micro-bending of optical fibers.

201-9.5 Splice Slack: A maintenance loop at each Pullbox or Fiber Optic splice box shall be at least 50 feet of cable (or as specified by owner / designer); this slack cable shall be coiled up and neatly placed in the splice box. This will allow for future splices in the event of a damaged splice. Additionally, every effort shall be made to maintain a minimum of 10 feet of cable from each cable entering the enclosure (i.e. 20 feet of trunk cable in mid-span splicing) shall be prepared and installed within the enclosure.

201-9.6 Spice Loss: Individual splice loss shall not exceed .15 dB loss.

201-10 Optical Termination Requirements: ST, SC, and LC fiber optic connectors are acceptable for use on each project and should be utilized by function in the following manner or as specified by the owner / designer. Utilize ST type Fiber Optic Connectors at the field device level. ST Connectors shall be comprised of a ceramic ferrule, nickel-plated zinc, or composite connector body to accommodate a field bayonet connection.

Utilize SC type Fiber Optic Connectors at Hub and TMC Equipment locations. SC Connectors shall be comprised of a ceramic ferrule, nickel-plated zinc, or composite connector body to accommodate interconnections.

Utilize LC type connectors for Network 100BaseF and Gigabit Switches. LC connectors shall meet the device optical interface for fiber type and size associated with this project.

See Table 684-9.1 Optical Cable Requirements above.

201-10.1 Patch Cords and Pigtails: Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications stated within this Technical Special Provision. All inside plant (IP) assemblies shall meet NEC jacketing requirements for this project's application and shall have outer jacket coloration of yellow for Single-Mode. All connectors used shall meet the requirements in Section 201-9. The connector shall accommodate the fiber type and size associated with this project.

No splices of any type are allowed within an assembly. Each assembly is to be individually packaged within a plastic bag, and that bag is to have the submitted manufacturer's part number marked clearly on the outside of said bag. Each assembly shall be labeled as directed by the owner.

Table 201-10.1: Optical Termination Losses

Connector Type	Installation	Max Loss	Return Loss
ST/SC/LC Single-Mode	Field	0.30dB	>.40dB
ST/SC/LC Single-Mode	Factory	0.25dB	>.45dB

201-11 Acceptance Testing

201-11.1 Manufacturer's Test and Certification: Each reel of fiber optic cable shall be accompanied by the manufacturer's test data showing the conformance to the requirements described in Section 201-3 of this Technical Special Provision. The manufacturer's test data shall identify each fiber in each cable and list its factory-tested attenuation in dB/km. This attenuation shall meet as a minimum, the attenuation requirements set forth in Table 201-3.1: Optical Fiber Specifications of this Technical Special Provision.

Ensure that each finished and installed fiber optic cable segment shall be traceable to the test date on file for each step in its manufacturing process.

Provide the owner five calendar days' advance notice of the date the cable will be ready for final testing so that the owner may be present at the tests if he/she so elects.

201-11.2 Pre-Installation Tests (Reel Test): Test the fiber optic cable at the site storage area prior to installation. Test each optical fiber in the cable from one end and one wavelength with an OTDR compatible with wavelength and fiber type. Check for continuity, length, anomalies, and approximate attenuation. Record each measurement with color, location and type of fiber measured. If the tested loss per kilometer exceeds the loss from the manufacturer's test data, the owner will reject the cable.

201-11.3 Post Installation Tests (Final Test): The owner considers this to be a significant item as part of this technical specification.

After installation (splicing and termination complete) and if specified, test the optical fiber in the cable again for the loss characteristics. Perform a full bi-directional test (using bi- directional averaging) on all terminated fibers using the Optical Time Domain Reflectometer (OTDR). No manual calculations of bi-directional averages are allowed. Test these fibers at both 1310 nm and 1550 nm and provide printouts and electronic files of the post installation tests.

Submit all of the above installation test data to the Owner / Engineer's System Manager as basis for acceptance.

Notify the owner in writing five calendar days in advance of the testing of the cable so that the owner, or its representative may be present for the tests, if the owner so elects.

Perform optical testing on fibers within each cable, including those extra fibers which the contractor elects to include above those invoiced, in order to meet the 100 percent fiber quality requirement as outlined in this Technical Special Provision.

Test result printouts shall include but not be limited to the following:

- Distance of trace
- Total Loss
- Splice Loss
- Cable ID
- Fiber ID
- Beginning Testing Location
- End of Fiber Testing Location
- Operator/Technician Name or Initials
- Date and Time test was performed
- Test Wavelength
- Test Pulse Width
- Refractory Index

The method of connectivity between the OTDR and each tested fiber shall be factory assembled patch cords, pulse suppression, or launch cables equal to a length of 150% of the Dead Zone as published by the OTDR manufacturer. The launch cable shall have the appropriate connectors to allow for connection to the terminated fiber port without the use of additional couplers.

201-11.4 Test Procedure: Prepare and submit a test procedure for the pre-installation and post-installation tests to the owner for approval.

201-12 Multi-pair Cables

201-12.1 Description: The requirements contained herein address the procurement and installation of multi-pair data cables known as Category 5e (CAT5e) and / or Category 6 (CAT6) for the owner.

201-13 General Requirements: Furnish and install multi-pair data cable (CAT5e) that will support full-duplex Fast Ethernet and Gigabit Ethernet operations and is compliant with standard *EIA/TIA 568-A, Commercial Building Telecommunications Cabling Standard* pinouts. Furnish all tools, materials, connectors, and required consumables, and perform all installation operations necessary to provide a complete, fully operational multi-pair data cable (CAT5e).

201-14 Materials: CAT5e cable shall be multi-pair data cable, CAT5e shall meet the following minimum specifications:

Frequency	100 MHz
Attenuation (min. at 100 MHz)	22 dB
Characteristic Impedance	100 ohms ± 15%
NEXT (min. at 100 MHz)	35.3 dB
PS-NEXT (min. at 100 MHz)	32.3 dB
ELFEXT (min. at 100 MHz)	23.8 dB
PS-ELFEXT (min. at 100 MHz)	20.8 dB
Return Loss (min. at 100 MHz)	20.1 dB
Delay Skew (min. at 100 MHz)	45 ns

201-14.1 CAT5 Drops: All Cat 5 drops shall be terminated in RJ45 Cat 5 jacks at the station end and into a Cat 5 Patch Panel of the appropriate size in the "Closet" end. Each drop shall be labeled at both ends. The Proposer shall work with the District to develop and implement an acceptable identification system. The Proposer will be responsible for testing and labeling in accordance with these specifications.

The Proposer shall be responsible for any cable attachment/support hardware to insure proper installation of the cable. Any wall penetrations of a firewall must be restored in accordance with the NFPA, NEC, ANSI and local codes with approved UL fire stop materials.

Proposer is to identify and utilize the proper cable jacketing in given facility installations. All plenum environment installations shall utilize Cat 5 cables with plenum, Teflon jacket. Any riser installations will be installed accordingly. Proposer will test the Cat 5 for continuity, crosstalk, attenuation, mapping and interference at a minimum. The District may restrict the hours of installation for this activity to after hours to avoid disruption of ongoing District activities.

Proposer shall test all category 5 cable with the latest version of Microtest, Fluke or Wavetek Cat 5 testers that are portable, battery operated. The Proposer is to store all results in unique files for a given drop/link and provide this to the District in media format. The Proposer shall license a copy of the software required to recall the data as an incidental to the testing requirement.

After installation and termination of the Category 5 UTP cable, test each cable in accordance with TIA/EIA TSB 67. Test each cable from both ends with a Category 5 tester to verify compliance with TIA/EIA specifications for Category 5 UTP, "Basic Link" configuration, level II accuracy, with no allowable deviation. Test at the full range of frequencies indicated by TIA/EIA up to and including 100 MHz. (If the District opts for enhanced cabling 350MHz, the Proposer shall test to this level) Use the tester manufacturer's 2-way injector to measure near-end crosstalk (NEXT) and attenuation-to-crosstalk (ACR) from both ends of each cable. Make connections at each end using access cables provided by the tester manufacturer.

Label each backbone and/or horizontal conduit/cable tray with the identification of the WSO served. Label each backbone cable at each end based on source telecom closet room number and destination telecom closet room number. Label all WS outlets, backbone & horizontal wiring terminal blocks, communications panels and racks as directed by the owner.

201-15 Method of Measurement: The contract unit price each for fiber optic cable and incidentals, furnished and installed, will consist of the fiber optic cable, splices, cable termination into the splice trays and splice closures, fiber optic drop cable pre-terminated assemblies, distribution panels, and all associated labor and materials necessary for a complete and accepted installation. Multi-pair data cable, Category 5e, shall be furnished and installed complete including cable, connectors, pins, connector bodies, and all necessary supplies required for a fully functional data cable.

201-16 Basis of Payment: Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

- Item No. 201-4-111-12 FO Cable – 12 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-24 FO Cable – 24 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-48 FO Cable – 48 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-72 FO Cable – 72 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-96 FO Cable – 96 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-144 FO Cable – 144 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-12 FO Cable – 12 fiber, Single-Mode, All Dielectric Self Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)

- Item No. 201-4-112-24 FO Cable – 24 fiber, Single-Mode, All Dielectric Self Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-48 FO Cable – 48 fiber, Single-Mode, All Dielectric Self Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-72 FO Cable – 72 fiber, Single-Mode, All Dielectric Self Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-96 FO Cable – 96 fiber, Single-Mode, All Dielectric Self Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-144 FO Cable – 144 fiber, Single-Mode, All Dielectric Self Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-12 FO Cable – 12 fiber, Single-Mode, Loose tube construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-24 FO Cable – 24 fiber, Single-Mode, Loose tube construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-48 FO Cable – 48 fiber, Single-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-72 FO Cable – 72 fiber, Single-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-96 FO Cable – 96 fiber, Single-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-144 FO Cable – 144 fiber, Single-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-114-12 FO Cable – 12 fiber, Single-Mode, Loose tube construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-24 FO Cable – 24 fiber, Single-Mode, Loose tube construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-48 FO Cable – 48 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-72 FO Cable – 72 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-96 FO Cable – 96 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-144 FO Cable – 144 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-115-12 FO Cable – 12 fiber, Single-Mode, Loose tube construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-115-24 FO Cable – 24 fiber, Single-Mode, Loose tube construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)

- Item No. 201-4-115-48 FO Cable – 48 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-115-72 FO Cable – 72 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-115-96 FO Cable – 96 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-115-144 FO Cable – 144 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-117-06 FO Cable – 06 fiber, Single-Mode, Drop Cable Construction, Underground or Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-117-12 FO Cable – 12 fiber, Single-Mode, Drop Cable Construction, Underground or Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-12 FO Cable – 12 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-24 FO Cable – 24 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-48 FO Cable – 48 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-72 FO Cable – 72 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-96 FO Cable – 96 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-144 FO Cable – 144 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-115-12 FO Cable – 12 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-24 FO Cable – 24 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-48 FO Cable – 48 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-72 FO Cable – 72 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-96 FO Cable – 96 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-144 FO Cable – 144 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-12 FO Cable – 12 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-24 FO Cable – 24 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-48 FO Cable – 48 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)

- Item No. 201-4-116-72 FO Cable – 72 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-96 FO Cable – 96 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-144 FO Cable – 144 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-12 FO Cable – 12 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-24 FO Cable – 24 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-48 FO Cable – 48 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-72 FO Cable – 72 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-96 FO Cable – 96 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-144 FO Cable – 144 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-12 FO Cable – 12 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-24 FO Cable – 24 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-48 FO Cable – 48 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-72 FO Cable – 72 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-96 FO Cable – 96 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-144 FO Cable – 144 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-7-151-6PT FO Cable – 06 fiber, Single-Mode, Pre-terminated Construction, ST connector, 150', with housing, Each (Furnished and Installed)
- Item No. 201-7-151-12PT FO Cable – 12 fiber, Single-Mode, Pre-terminated Construction, ST connector, 150', with housing, Each (Furnished and Installed)
- Item No. 201-7-152-6PT FO Cable – 06 fiber, Single-Mode, Pre-terminated Construction, ST connector, 150', with Coupler, Each (Furnished and Installed)
- Item No. 201-7-152-12PT FO Cable – 12 fiber, Single-Mode, Pre-terminated Construction, ST connector, 150', with Coupler, Each (Furnished and Installed)
- Item No. 201-8-12A FO Cable – 12 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-12B FO Cable – 12 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished only)

- Item No. 201-8-24A FO Cable – 24 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-24B FO Cable – 24 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished only)
- Item No. 201-8-48A FO Cable – 48 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-48B FO Cable – 48 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-72A FO Cable – 72 fiber, Single-Mode, Splice termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-72B FO Cable – 72 fiber, Single-Mode, Splice termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished only)
- Item No. 201-8-96A FO Cable – 96 fiber, Single-Mode, Splice termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-96B FO Cable – 96 fiber, Single-Mode, Splice termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished only)
- Item No. 201-8-128A FO Cable – 48-144 fiber, Single-Mode, Splice Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-128B FO Cable – 48-144 fiber, Single-Mode, Splice Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished only)
- Item No. 201-8-172A FO Cable – 72 fiber, Single-Mode, Termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-172B FO Cable – 72 fiber, Single-Mode, Termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished only)
- Item No. 201-8-196A FO Cable – 96 fiber, Single-Mode, Termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-196B FO Cable – 96 fiber, Single-Mode, Termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, Each (Furnished only)
- Item No. 201-8-BF-06A FO Cable – 06 fiber, Single-Mode, Buffer fan-out kit, per Each (Furnished and Installed)
- Item No. 201-8-BF-06B FO Cable – 06 fiber, Single-Mode, Buffer fan-out kit, Each (Furnished only)
- Item No. 201-8-BF-12A FO Cable – 12 fiber, Single-Mode, Buffer fan-out kit, per Each (Furnished and Installed)
- Item No. 201-8-BF-12B FO Cable – 12 fiber, Single-Mode, Buffer fan-out kit, Each (Furnish only)

- Item No. 201-8-SF-12A FO Cable – 12 fiber, Single-Mode, Spider fan-out kit, Each (Furnished and Installed)
- Item No. 201-8-SF-12B FO Cable – 12 fiber, Single-Mode, Spider fan-out kit, Each (Furnished only)
- Item No. 201-8-912-STA FO Connector – ST type, Multi-Mode, Unicam connector, per Each (Furnished and Installed)
- Item No. 201-8-912-STB FO Connector – ST type, Multi-Mode, Unicam connector, per Each (Furnished only)
- Item No. 201-8-913-STA FO Connector – ST type, Single-Mode, Unicam connector, Each (Furnished and Installed)
- Item No. 201-8-913-STB FO Connector – ST type, Single-Mode, Unicam connector, Each (Furnished only)
- Item No. 201-8-913-SCA FO Connector – SC type, Single-Mode, Unicam connector, Each (Furnished and Installed)
- Item No. 201-8-913-SCB FO Connector – SC type, Single-Mode, Unicam connector, Each (Furnished only)
- Item No. 201-8-9-A FO Connector – ST-ST type, Single-Mode, Duplex Jumper, 10', Each (Furnished only)
- Item No. 201-8-9-B FO Connector – ST-SC type, Single-Mode, Duplex Jumper, 10', Each (Furnished only)
- Item No. 201-8-9-D FO Connector – ST-LC type, Single-Mode, Duplex Jumper, 10', Each (Furnished only)
- Item No. 201-8-9-E FO Connector – ST-FC type, Single-Mode, Duplex Jumper, 10', Each (Furnished only)
- Item No. 201-8-9-F FO Connector – SC-SC type, Single-Mode, Duplex Jumper, 10', Each (Furnished only)
- Item No. 201-8-9-G FO Connector – SC-LC type, Single-Mode, Duplex Jumper, 10', Each (Furnished only)
- Item No. 201-8-9-H FO Connector – ST-ST type, Multi-Mode, Duplex Jumper, 10', per Each (Furnished only)
- Item No. 201-8-9-J FO Connector – SC-SC type, Multi-Mode, Duplex Jumper, 10', per Each (Furnished only)
- Item No. 201-8-12A FO Closure – Splice Closure, 12 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-12B FO Closure – Splice Closure, 12 fiber, Aerial or Underground installation, trays, pigtails, Each (Furnished only)
- Item No. 201-8-24A FO Closure – Splice Closure, 24 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-24B FO Closure – Splice Closure, 24 fiber, Aerial or Underground installation, trays, pigtails, Each (Furnished only)
- Item No. 201-8-48A FO Closure – Splice Closure, 48 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-48B FO Closure – Splice Closure, 48 fiber, Aerial or Underground installation, trays, pigtails, Each (Furnish only)

- Item No. 201-8-72A FO Closure – Splice Closure, 72 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-72B FO Closure – Splice Closure, 72 fiber, Aerial or Underground installation, trays, pigtails, Each (Furnished only)
- Item No. 201-8-96A FO Closure – Splice Closure, 96 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, Each (Furnished and Installed)
- Item No. 201-8-RE FO Closure – Re-Entry Kit, Cable Preparation, up to 144 fiber, Aerial or Underground installation, Each (Furnished and Installed)
- Item No. 201-8-ST-12A FO Closure – Splice Tray, Fusion Heat Shrink, 12 fiber, 12" size, Each (Furnished and Installed)
- Item No. 201-8-ST-12B FO Closure – Splice Tray, Fusion Heat Shrink, 12 fiber, 12" size, Each (Furnished only)
- Item No. 201-8-ST-24A FO Closure – Splice Tray, Fusion Heat Shrink, 24 fiber, 12" size, Each (Furnished and Installed)
- Item No. 201-8-ST-24B FO Closure – Splice Tray, Fusion Heat Shrink, 24 fiber, 12" size, Each (Furnished only)
- Item No. 201-8-A FO Splice – Fusion Splice, Heat Shrink < 0.1 dB, OSP, including pigtail as needed, Each (Furnished and Installed)
- Item No. 201-8-B FO Splice – OTDR Test any wavelength, any Direction, Bare Fiber, FOSC, Each (Installed only)
- Item No. 201-9-100 Wood Pole 45' Utility, (Furnished and Installed)
- Item No. 201-9-200 Prestressed Concrete Pole 70' Utility, (Furnished and Installed)
- Item No. 201-10-1A OSP Aerial – Messenger Cable, ¼", per Foot, (Furnished and Installed)
- Item No. 201-10-20 OSP Aerial – Remove Messenger Cable, ¼", per Foot, (Installed only)
- Item No. 201-10-B OSP Aerial – Pole Attachment, Loose Tube, with J-Hook Concrete Pole, per Each, (Furnished and Installed)
- Item No. 201-10-C OSP Aerial – Pole Attachment, Loose Tube, with J-Hook Wood Pole, per Each, (Furnished and Installed)
- Item No. 201-10-D OSP Aerial – Place Pole Riser, 2", GRS, per Foot, (Furnished and Installed)
- Item No. 201-10-E OSP Aerial – Place Pole U-Guard to 20', per Foot, (Furnished and Installed)
- Item No. 201-10-F OSP Aerial – Place Riser Sealing Bushing, 1 to 3 hole, per Each, (Furnished and Installed)
- Item No. 201-10-G OSP Aerial – Place Riser Heat Shrink, per Each, (Furnished and Installed)
- Item No. 201-10-600 OSP Aerial – Place Down Guy Anchor, 6", per Each, (Furnished and Installed)
- Item No. 201-11-100A OSP Underground – CAT5e, Plenum, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-11-100B OSP Underground – CAT5e, Plenum, UTP cable, per Foot, (Furnished only)
- Item No. 201-11-101A OSP Underground – CAT5e, PVC, UTP cable, per Foot, (Furnished and Installed)

- Item No. 201-11-101B OSP Underground – CAT5e, PVC, UTP cable, per Foot, (Furnished only)

[For Skill Set Group 5]

- Item No. 201-15-101A ISP/OSP – CAT6, Plenum, Enhanced, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-101B ISP/OSP – CAT6, Plenum, Enhanced, UTP cable, per Foot, (Furnished only)
- Item No. 201-15-102A ISP/OSP – CAT6, PVC, Enhanced, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-102B ISP/OSP – CAT6, PVC, Enhanced, UTP cable, per Foot, (Furnished only)
- Item No. 201-15-100 ISP/OSP – CAT5e, 25 pair, PVC Plenum, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-101 ISP/OSP – CAT5e, 25 pair, PVC Riser, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-102 ISP/OSP – CAT5e, 25 pair, PE89, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-110 ISP/OSP – Face Plate, 1 gang, Surface or flush mount, per Each, (Furnished and Installed)
- Item No. 201-15-111 ISP/OSP – Face Plate, 2 gang, Surface or flush mount, per Each, (Furnished and Installed)
- Item No. 201-15-120 ISP/OSP – CAT6 Jack, RJ45, 568A/B, 1 port, data, per Each, (Furnished and Installed)
- Item No. 201-15-121 ISP/OSP – CAT6 Jack, RJ45, 568A/B, 2 port, data / Voice, per Each, (Furnished and Installed)
- Item No. 201-15-130 ISP/OSP – CAT6 Patch Panel, Wall Mount, 24 port, per Each, (Furnished and Installed)
- Item No. 201-15-131 ISP/OSP – CAT6 Patch Panel, Wall Mount, 48 port, per Each, (Furnished and Installed)
- Item No. 201-15-132 ISP/OSP – CAT6 Patch Panel, Wall Mount, 96 port, per Each, (Furnished and Installed)
- Item No. 201-15-140 ISP/OSP – Wire Management Panel, 19” x 1.75”, per Each, (Furnished and Installed)
- Item No. 201-15-141 ISP/OSP – Wire Management Panel, 19” x 5.25”, per Each, (Furnished and Installed)
- Item No. 201-15-100-1 ISP/OSP – CAT6 Patch Cord, RJ45, 1’ to 6’, Standard, per Each, (Furnished and Installed)
- Item No. 201-15-110-1 ISP/OSP – CAT5e Punch Block, 110 style, 25 pair, per Each, (Furnished and Installed)
- Item No. 201-15-111-1 ISP/OSP – CAT5e Punch Block, 66 style, 25 pair, per Each, (Furnished and Installed)
- Item No. 201-15-100-2 ISP/OSP – CAT6 Drop Certification Test, per Each, (Furnished and Installed)
- Item No. 201-15-hdw-br ISP/OSP – Cable Support Bracket, Bridle Rings, per Unit, (Furnished and Installed)
- Item No. 201-15-hdw-sp ISP/OSP – Cable Raceway, Surface Mount, per Drop, (Furnished and Installed)

- Item No. 201-15-12 ISP/OSP – Conduit, EMT, 2", with all fittings, per Foot, (Furnished and Installed)
- Item No. 201-15-13 ISP/OSP – Conduit, EMT, 2", Fire Sleeve, per Each, (Furnished and Installed)
- Item No. 201-15-14 ISP/OSP – Conduit, EMT, 4", Fire Sleeve, per Each, (Furnished and Installed)
- Item No. 201-15-ST-12 ISP/OSP – Cable Tray, 12", Ladder, Aluminum, Black, per Foot, (Furnished and Installed)
- Item No. 201-15-ST-hdw ISP/OSP – Cable Tray, 12", Miscellaneous Hardware, Aluminum, Black, per Foot, (Furnished and Installed)
- Item No. 201-15-ST-12-1 ISP/OSP – EIA Rack, Wall Mount, Hinged, 19" x 36", Black, per Each, (Furnished and Installed)
- Item No. 201-15-ST-12-2 ISP/OSP – EIA Rack, Free Standing, 19" x 84", Black, per Each, (Furnished and Installed)
- Item No. 201-15-ST-12-3 ISP/OSP – Cable Management Kit, Horizontal, Black, per Each, (Furnished and Installed)
- Item No. 201-15-ST-12-4 ISP/OSP – Cable Management Kit, Vertical, Black, per Each, (Furnished and Installed)
- Item No. 201-15-ST-12-5 ISP/OSP – EIA Cabinet, 19" x 84" x 30", Complete, Black, per Each, (Furnished and Installed)

SECTION 202 - PULL BOXES AND JUNCTION BOXES

202-1 Description: The requirements contained herein address the procurement and installation of pull boxes and junction boxes for the owner.

202-2 Pull Boxes and Fiber Optic Pull Boxes: Furnish and install polymer concrete/fiberglass reinforced polymer pull boxes for fiber optic splicing, storing fiber optic cable, cable pull boxes, and noninvasive magnetic detection system appliances.

Pull Boxes shall have the following properties; lightweight, high strength, resistance to sunlight, resistant to petrochemicals, unaffected by freeze/thaw cycles, straight sided, flush fit with sidewalk or grass, no grounding required, and be capable of anchor inserts to allow for mounting rail attachment. All Fiber Optic Pull Boxes shall be of one piece box construction. Approved Fiber Optic Pull Boxes for use in a fiber optic environment are as follows:

Pull Box (202-1-121)	(18" x 24" x 18" D, Open One Piece Box)
Pull Box (202-1-123)	(18" x 24" x 30" D, Open One Piece Box)
FO Splice Box (202-1-233)	(24" x 36" x 30" D, Open One Piece Box)
FO Splice Vault (202-1-444)	(48" x 48" x 48" D, Open One Piece Box)

202-3 Materials:

202-3.1 Specification: Fiber Optic Pull Boxes shall be manufactured of a composite mixture of polymer and concrete and reinforced by a heavy-weave fiberglass creating a

material compressive strength of no less than 110 psi. Each Fiber Optic Pull Box shall have a minimum design rating of 20,800 lbs. over a 10-inch by 10-inch area and be designed and tested to temperatures of -50° F.

202-3.2 Fiber Optic Pull Box Cover: Supply Fiber Optic Pull Boxes with a heavy-duty cover having a minimum elastic design load of 20,800 lbs. over a 10-inch by 10-inch area. All covers shall be produced to the AASHTO H-20 Cover Rating and meet a ASTM C857 load test of 20,800 lbs., performed as stated in AASHTO T280-87, "Standard Method of Testing for Concrete Pipe, Section, Or Tile", Section 5, and as referenced in ASTM C497. Supply a minimum of two hex head bolts with washers to secure the cover to the Fiber Optic Pull Box. Any cover that has a length of above 39 inches shall be split or divided into two equal lengths. Fiber Optic Pull Box covers shall be embossed with "FDOT FMS" on the outside of the Cover. Fiber Optic Pull Box covers shall have "J" hook slots [1-inch (W) x 4-inches (L)].

202-4 Fiber Optic Pull Box Installation Process: Prepare the excavation a minimum 6-12" deeper than the depth of the Fiber Optic Pull Box. Add a minimum 6-inch of crushed rock for drainage as required to bring the top of the box to finished grade level.

Place Fiber Optic Pull Box in hole with top at grade level.

While Fiber Optic Pull Box cover is in place, fill and compact soil to grade level.

If grade level is raised later, the Fiber Optic Pull Box can be pulled up and bricked at the bottom with one brick per side (a total of four). The cavity produced by this raising shall be eliminated by the addition of crushed rock.

202-5 Fiber Optic Pull Box Installation Conduit Entry: Install 22.5 to 45-degree conduit sweeps into the fiber optic pull box. Conduit ends shall align in the pull box so the fiber optic cable is subjected to no more than 75% of the maximum bending radius of the cable. Provide and install a reinforced concrete apron around the installed pull box.

202-6 Fiber Optic Splice Vault: The Fiber Optic Splice Vault shall be manhole type, concrete constructed, with a ¼" x 36" Diameter Traffic Steel Cover (Diamond Plate) with intermediate beam supports. It shall have the dimensions of 48" x 48" x 48" D and shall be an open bottom manhole and a concrete collar placed at grade 12" around entire perimeter of vault 4" thick with reinforced steel mesh.

202-7 Method of Measurement: Payment for Pull Boxes, Fiber Optic Splice Box and the Fiber Optic Splice Vault Manhole Type (Special) shall be measured as each, furnished and installed.

202-8 Basis of Payment: The unit bid for a Pull Box, Deep Pull Box, Fiber Optic Pull Box, or Fiber Optic Splice Vault Manhole Type (Special) shall consist of the furnishing and installation of a pull box as described in these Technical Special Provisions. The pull

box installation shall also include any ancillary equipment or incidental items, including mounting hardware, crushed rock, grounding, and restoration of the surrounding ground to its original condition.

- Item No. 202-8-443 Pull Box – Composite construction, 4’ x 4’ x 3’,with Composite Lid, per Each, (Furnished and Installed)
- Item No. 202-8-444 Pull Box – Composite construction, 4’ x 4’ x 4’,with Composite Lid, per Each, (Furnished and Installed)
- Item No. 202-8-232 Pull Box – Composite construction, 24” x 36” x 24”, with Composite Lid, per Each, (Furnished and Installed)
- Item No. 202-8-233 Pull Box – Composite construction, 24” x 36” x 36”, with Composite Lid, per Each, (Furnish and Install)
- Item No. 202-8-121 Pull Box – Composite construction, 17” x 30” x 12”, with Composite Lid, per Each, (Furnished and Installed)

SECTION 203: OUTSIDE PLANT CABINETS

203-1 Description: Install only Field Device Cabinets Type II (336S Special), Type III (332 Special), and Type VI (Hub Cabinet). This shall encompass all labor, equipment, materials required for pick-up and site delivery, foundation, power hook-up, and all required appurtenances for a complete and operational cabinet.

203-2 Field Device Cabinet Type II (336S Special): Install Field Device Cabinet that provides an environmentally secure enclosure to house field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The Detector Cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 46-inches (height) x 24-inches (width) x 24-inches (depth);
- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights;
- **Electrical Outlets:** One duplex (GFI) receptacle shall be included with every cabinet;
- **Equipment Racks:** One 19” equipment rack, adjustable 4-post design, with 5/8-inches -5/8-inches -1/2-inches spacing with holes tapped for #12-24 screws, a rack-mounted drawer shall be included with the rack;
- **Air Filtration:** The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- **Power Distribution:** The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting, and outlets;
- **Surge Protection:**

1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20μs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5-inches x 2.9-inches x 2.3-inches.
2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz.
3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing) Dimensions shall be 5.04-inches (height) x .99-inches (width) x 2.25-inches (depth):

- **Common Grounding System:** A floor mounted 12-position ground bar is to be provided with the cabinet.
- **Cabinet Construction:**
  1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
  2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
  3. Doors shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection, and shall have heavy-duty 3- point hardware on all doors.
  4. All hinges shall be 1/8" aluminum with stainless steel piano hinge, or continuous door length stainless steel hinges.

203-3 Field Device Cabinet Type III (332 Special): Install Field Device Cabinet that provides an environmentally secure enclosure to house field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The Detector Cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 66-inches (height) x 24-inches (width) x 30-inches (depth);
- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights;
- **Electrical Outlets:** One duplex (GFI) receptacle shall be included with every cabinet;
- **Equipment Racks:** One 19" equipment rack, adjustable 4-post design, with 5/8-inches -5/8-inches -1/2-inches spacing with holes tapped for #12-24 screws, a rack-mounted drawer shall be included with the rack.

- **Air Filtration:** The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- **Power Distribution:** The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting, and outlets;
- **Surge Protection:**
  1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20μs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5-inches x 2.9-inches x 2.3-inches:
  2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz.
  3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing) Dimensions shall be 5.04-inches (height) x .99-inches (width) x 2.25-inches (depth).
- **Common Grounding System:** A floor mounted 12-position ground bar is to be provided with the cabinet.
- **Cabinet Construction:**
  1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
  2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
  3. Doors shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection, and shall have heavy-duty 3- point hardware on all doors.
  4. All hinges shall be 1/8" aluminum with stainless steel piano hinge, or continuous door length stainless steel hinges.

203-4 Hub Cabinet Type IV (Model 336S Special): Install cabinet that provides an environmentally secure enclosure to house field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The Cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 48-inches (height) x 24-inches (width) x 24-inches (depth);
- **Cabinet Configuration:** The cabinet is a single door cabinet with one NEMA 4 rated internal cabinet mounted to the interior of the outer cabinet

- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights;
- **Electrical Outlets:** One duplex (GFI) receptacle shall be included with every cabinet;
- **Equipment Racks:** One 19" equipment rack, adjustable 4-post design, with 5/8-inches -5/8-inches -1/2-inches spacing with holes tapped for #12-24 screws, a rack-mounted drawer with tabletop shall be included with the rack. Cable management guides shall be included with the rack and shall be constructed of an 18-guage steel base plate with hook and loop fasteners. Four (4), two front, two rear 19" horizontal cable management guides and four (4), two front, two rear vertical cable management guides that shall run the vertical length of the rack.
- **Air Handling/Filtration:** The cabinet shall contain two (2) thermostatically controlled fans; 100 cfm rated. The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- **Power Distribution:** The cabinet shall contain one 480/120 Volt transformer (Dry Type, 10KVA). A 30A main breaker shall be provided in the cabinet shall distribute power to equipment, lighting, and outlets. The transformer and main breaker shall be mounted inside the outer cabinet;
- **UPS:** The cabinet shall contain one managed uninterruptible power supply. The UPS shall be 19" rack mounted. The UPS shall be 120V input/120V output. Output power capacity shall be 1400VA/1050Watts. The unit shall have a serial interface port for management. The unit shall be no more than 3U high.
- **Surge Protection:** Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20μs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements:
    1. Ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5-inches x 2.9-inches x 2.3-inches:
    2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz.
    3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing) Dimensions shall be 5.04-inches (height) x .99-inches (width) x 2.25-inches (depth).
- **Common Grounding System:** A floor mounted 12-position ground bar is to be provided with the cabinet.

203-5 Outer Cabinet Construction: The cabinet shall contain R-4 insulation to control the effect of environmental conditions. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting. Outer door shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection, and shall

have heavy-duty 3-point hardware. All hinges shall be 1/8" aluminum with stainless steel piano hinge, or continuous door length stainless steel hinges.

203-6 Inner Cabinet (NEMA 4) Construction: The cabinet shall be a NEMA 4 rated cabinet with approximate dimensions of 20"W x 24"H x 12"D. The cabinet shall be constructed of 16-guage stainless steel or other non-corrosive material. The cabinet shall contain one 12-guage mounting plate with 10-32 x 2" treaded hole pattern mounted to the rear of the cabinet. The cabinet shall contain one heat sink mounted to the outside rear of the inner cabinet tangent to the mounting plate.

203-6.1 Device Cabinet Base: Install Device Cabinet Base that provides an environmentally secure enclosure to house fiber optic splice closure, fiber optic drop cable slack, data cable slack, and power cable slack. The base shall specifically fabricate to accommodate the detector cabinet as specified within this Section A203. Neoprene gasketing shall supplied by the Device Cabinet Base vendor that shall be applied by the installation Contractor between the Base and the Detector Cabinet. The Device Cabinet Base shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 16-inches (height) x 40-inches (width) x 24-inches (depth); or 16-inches (height) x 24-inches (width) x 24-inches (depth);
- Be fabricated from 1/8-inch aluminum;
- Shall have a epoxy powder coating;
- Shall have a front access panel with captive stainless steel screws;
- Shall have an open top and open bottom, each with a 2-inch lip for mounting and/or attachment of the Detector Cabinet;
- Shall have a conduit mounting plate of same size (width and depth) made of ¼" Stainless Steel 316.
- All screws and hardware shall be stainless steel.

203-6.2 Base Plate: All bridge pedestals shall have the existing open cable raceways sealed. These raceways shall be sealed by way of ¼-inch stainless steel plates, anchored over the raceway by way of epoxy anchor drilled into the pedestal at a minimum depth of 1 ¼- inch. There shall be two sizes of Base Plates, 18-inch by 12-inch and 10-inch by 10-inch. The Contractor shall install the Engineer's System Manager supplied Base Plates where noted and/or depicted within the plan set.

203-7 Hub Cabinet Type VI (Master Hub Cabinet): Install a Master Hub Cabinet that provides an environmentally cooled enclosure facility required for the sensitive network equipment to be furnished on this project. The cabinet shall be designed for the explicit use of housing sensitive electronic equipment (Gigabit Ethernet switches, 10/100 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled atmosphere required for the proper

operating conditions for installed equipment and shall be furnished by the System Manager.

The Master Hub cabinet shall meet or exceed the following minimum requirements:

- **Size:** Dimensions shall be approximately 104" (height) x 108" (width) x 77"(depth);
- **AC Unit/Cooling Unit:** The cabinet shall have an air conditioner / cooling unit or units with a minimum total cooling capacity of 20,000 BTUs. The air conditioner / cooling unit shall be designed specifically for outdoor electronic enclosures, and shall be designed for a fully-gasketed, leak-proof installation in accordance with the NEMA 4/4X enclosure rating. Refrigerant shall be CFC-free;
- **Lighting:** The cabinet shall include a switch controlled fluorescent light fixture providing adequate work lighting throughout the cabinet;
- **Electrical Outlets:** Two separate duplex (GFCI) wall electrical outlets for test/maintenance equipment shall be provided. Two separate standard duplex outlets shall be supplied for equipment power;
- **Equipment Racks:** Two 19-inch EIA equipment racks, with two vertical and four horizontal cable management panels per rack, placed as specified within the plan set;
- **Ladder Racks:** Ladder rack cable management system as depicted within the plan set;
- **Power Distribution:** The cabinet shall provide for power distribution to all installed equipment racks, lighting and the air conditioning unit;
- **Lightning Protection System:** Provide for lightning protection for the overall, integrated structure, including each metallic (copper) conductor penetrating the cabinet.
- **Common Grounding System:** A cabinet grounding system shall be provided.
- **Cabinet Monitoring System:** A cabinet monitoring system shall be provided to continuously monitor and report local conditions (temperature, humidity, smoke and door alarm).

203-8 Construction: Construct a flat, level, concrete base, meeting the requirements for Class 1, non- stressed concrete and shall be accepted per Section 347 of the FDOT Standard Specifications, and the latest supplements. The minimum final grade shall be set at nominal eight inches above the surrounding grade to ensure that water drains away from the cabinet. Restore surrounding surfaces to their original condition.

203-9 Method of Measurement: The Detector Cabinet Type II, Detector Cabinet III, and Detector Cabinet VI shall be measured for payment at each site as installed. Detector Cabinet IV and its corresponding base (A203-4.1) shall be paid as each installed. The Detector Cabinet Base installed shall be an appurtenance of the Type IV Detector Cabinet. The Contract unit price each for Master Hub cabinet, installed, shall include all labor, equipment, foundations, mounting hardware, and miscellaneous material necessary for a complete and acceptable installation. The Engineer's System Manager will supply the cabinet assemblies as specified in the Contract Document.

203-10 Basis of Payment: The unit bid for an installed Detector Cabinet shall consist of the furnishing and installation of a foundation, slab, electrical service and the transport and placement of the Detector Cabinet on said foundation and/or slab. The installed Detector Cabinet shall also include any ancillary equipment or incidental items, including mounting hardware, cabinet base, foundation, bridge pedestal base plate, and restoration of the surrounding ground to its original condition.

- Item No. 203-110-336 Communications Cabinet – 35" x 24" x 22", with Concrete Base, per Each, (Furnished and Installed)
- Item No. 203-110-334 Communications Cabinet – 51.25" x 20" x 18", with Concrete Base, per Each, (Furnished and Installed)
- Item No. 203-110-60 Communications Cabinet – 37" x 20" x 17", with Concrete Base, per Each, (Furnished and Installed)
- Item No. 203-130-1 NEMA Cabinet – 3R rated, 19.7" x 19.7" x 7.9", per Each, (Furnished and Installed)
- Item No. 203-130-2 NEMA Cabinet – 3R rated, 23.6" x 6" x 7.9", per Each, (Furnished and Installed)
- Item No. 203-110-6-1 FO Splice Housing – Industrial NEMA Cabinet – 3S rated, per Each, (Furnished and Installed)
- Item No. 203-110-6-2 FO Splice Housing – Environmental NEMA Rated Cabinet, per Each, (Furnished and Installed)
- Item No. 203-110-6-3 FO Splice Housing – Cross Connection Cabinet, per Each, (Furnished and Installed)
- Item No. 203-336-1 – Device Cabinet Type 336 (46"x 24" x 24") – per Each, (Furnished and Installed)
- Item No. 203-332-2 – Device Cabinet Type 332 (66"x 24" x 30") – per Each, (Furnished and Installed)
- Item No. 203-336S-3 – Device Cabinet Type 336S (48"x 24" x 24") – per Each, (Furnished and Installed)
- Item No. 203-335-4 – Detector Cabinet Type VI (104" x 108" x 77") per Each, (Furnished and Installed)

3. MINIMUM RESPONDENT QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Technical Specifications associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide a comprehensive history of background, technical experience, and expertise as it relates to the Scope of Work as well as any specific technical training, degrees, or certifications of individuals who would be performing tasks included in the Scope of Work.

PLEASE NOTE: IT IS INCUMBENT UPON ALL PARTICIPANTS TO INCLUDE INFORMATION REGARDING THEIR EXPERIENCE AND BACKGROUND IN SUFFICIENT DETAIL TO ALLOW AN INFORMED DECISION PROCESS.

4. DIRECT PURCHASE PROGRAM

The City may elect to implement a direct purchase program, where eligible materials included in a Contractor's bid are purchased by the City directly from the supplier of such materials in order to achieve Florida sales tax savings. Such materials are referred to as "Owner Direct Purchase (ODP) Materials".

Prior to initiating any ODP actions, the Project Manager or Design-builder shall provide the City with a list of proposed ODP materials for consideration. The project team should coordinate its efforts with the Cocoa Finance Director and Purchasing & Contracts Manager prior to agreeing to implement the ODP program. Implementation of the direct purchase program must be approved by the City Council.

Tracking and Reporting

The Contractor shall maintain records of all ODP material received and incorporated into the work, and provide the City's Project Manager with a monthly accounting.

SECTION III

RFP SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit one (1) original **marked "ORIGINAL"**, six (6) copies, **and** one (1) electronic copy (on optical disk or USB drive, OCR required) of the proposal must be received by the City of Cocoa at or before **4:00 P.M., September 29, 2017**

Respondents must include the following information in their proposal:

Title Page: Title Page shall show the RFP subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal. **Pages 2 through 3 of this package may be used as the Title Page.**

Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFP and should identify all materials and enclosures being forwarded in response to the RFP.

Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Executive Summary: The Executive Summary section of the proposal shall be limited to five (5) typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Respondent's ability to meet the requirements of the RFP and approach to the project.

General Information: The General Information section of the proposal shall be limited to two (2) typewritten pages. The purpose of the General Information section is to provide a brief discussion of Respondent's business history and current purpose/function in the marketplace.

Summary of Qualifications: The Summary of Qualifications section of the proposal shall be limited to twenty (20) typewritten pages. Indicate the Respondent's background in providing these services to governmental entities. Provide a listing of comparable client references that are using the Respondent's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided). Indicate specifically the members of the firm who will have primary responsibility for the City's contract. Also indicate all key individuals and sub-consultant's (if any) and their tasks and/or areas of expertise.

Resumes and Attachments: Resumes and additional information which the Respondent feels will assist in the evaluation should be included.

Additional Required Proposal Submittal Forms (if applicable): Reference Sheets, Questionnaires, Agreements, Certificates of Insurance, Affidavit of Existing or Prior Contracts with the City, **Price Schedule**, Statement of Proposer's Qualification, the mandatory forms contained herein, and other materials requested by the City.

Written Response to Evaluation Criteria: When compiling their responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should NOT be permanently bound and should allow for flat stacking for easy storage; do not use three ring binders; and sections should be compiled in the sequence list above. Mandatory forms may be recreated to add lines but the City's format must not be changed. Maximum number of pages shall be 75 pages, not including tabs and dividers.

SECTION IV

RFP TIME LINE

The City reserves the right to establish and change the schedule of the RFP process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFP is as follows:

STAGE	DATE
RFP Issued	8/28/2017
RFP Advertised	8/31/2017 9/7/2017
Deadline for Respondent Questions	9/19/2017
Responses/Addendum Issued by City	9/22/2017
RFP Submission Deadline	9/29/2017
Short List Selected for Presentations	TBD
Presentations* before Selection Committee (SC)	TBD
Final Ranking and Recommendation of Firms by SC	TBD
City Council consideration of SC Recommendation and City Council's decision regarding Contract Negotiations	TBD
Contract Award by Council (including an initial task order)	TBD

PRESENTATIONS*

In general, the City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firm(s) can be clearly identified by review of the written submittals alone, then the Selection Committee shall schedule one or more of the top ranked firm(s) for presentations.

If the City chooses to conduct oral presentations with one or more of the respondents, the presentations will be held before the Selection Committee at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared and the meeting may be tape recorded at the City's discretion. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations, and top members of the Respondent's team that will be working on and supervising the project are expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each respondent divided into three sequential parts: (1) Introductory presentation by the Respondent; (2) Questions and Answers between members of the Selection Committee and the Respondent; and (3) Brief closing remarks by the Respondent. The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFP.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFP, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set out in this RFP.

After the presentations, the Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at subsequently noticed meeting of the Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Selection Committee and the award of any and all contracts under this RFP. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFP.

SECTION V

EVALUATION PROCEDURE

It is the intent of the City that all firms responding to this RFP who meet the requirements contained in this RFP shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

EVALUATION FACTORS

The evaluation and selection of the proposers will be performed by a Selection Committee. The City's evaluation factors will include consideration of, but will not be limited to the following:

A. Experience (firm can document direct experience of specified work) 20%
B. Qualifications (firm possess skillset and knowledge of specified work)..... 20%
C. Capability (technical & financial ability to perform) 20%
D. Cost (price consideration) 20%
E. Corporate Office Location 10%
    a. Within Cocoa City limits ..... 10 pts
    b. Within 30 miles ..... 7 pts
    c. Within 75 miles ..... 3 pts
F. Past Performance, References, and Other Factors 10%

As part of the evaluation process, the City's evaluation factors will include consideration of, but will not be limited to these following other factors:

1) Responsiveness of the firm to satisfy the requirements of this RFP, especially the Scope of Services and Minimum Qualifications set forth in Section II;
2) The ability, qualification, capability, experience and skill of the firm to perform the contract;
3) The qualifications and performance data on file with the City, together with those that may be submitted by the firms regarding the proposed project;
4) Adequacy and ability of personnel available to perform the scope of services; and
5) Past record experience on similar projects;
6) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act;
7) Willingness to meet time and budget requirements of the City;
8) Location of the Firm's offices in relation to the City of Cocoa;
9) Recent, current, and projected (within next five years) workloads of the firm;
10) The sufficiency of the financial resources and ability of the firm's personnel to perform the contract or service;

11) Whether the firm has performed similar contracts within the time and budget specified, without delay or interference;
12) The character, integrity, reputation, judgment, experience and efficiency of the firm;
13) The quality of performance of previous contracts with the City or any other agency or company relevant to the scope of services and the minimum qualifications;
14) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
15) The number and scope of conditions attached to the response to this RFP; and
16) Responsiveness of client references;
17) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
18) Such other information as may be secured by the City.

In addition, should your firm be selected for competitive negotiations, the fairness, competitiveness, and reasonableness of the rates, fees, and charges offered by the firm to provide the service required by this RFP shall be an evaluation factor.

OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII Affidavit):

1) The firm is licensed to practice in Florida and said license is in good standing.
2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFP.
3) The firm adheres to the instructions and requirements in this RFP in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

SECTION VI

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last seven (7) years, services similar to the scope of services required by this RFP.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

3. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

SECTION VII

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____
CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFP for **Professional Information Technology Services on an As Needed Basis** and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in Section IV of the City of Cocoa RFP for **Professional Information Technology Services on an As Needed Basis**; and
7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFP for **Professional Information Technology Services on an As Needed Basis**; and

C. The Respondent adhered to the instructions set forth in the City of Cocoa RFP for Engineering Services for **Professional Information Technology Services on an As Needed Basis** in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20___ by _____[ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The proposer may submit any additional information they desire.

A. Name of proposer:
_____

B. Permanent main office address:
_____

C. When organized (Month/Year): _____, 19_____

D. If a corporation, where incorporated (State): _____

E. How many years have you been engaged in the business under your present firm or trade name? (Years)_____

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates

G. General character of work performed by your company._____

_____

_____

_____

_____

_____

H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ if yes, please specify where and why:
_____

_____

_____

_____

I. Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

_____

_____

_____

_____

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed

K. List your major equipment:

_____

_____

_____

_____

_____

L. Experience in construction work similar in type to this project.

_____

_____

_____

_____

_____

_____

M. Background and experience of the principal members of your organization, including the officers.

Name	Title	Background	Years Experience

N. Credit available: $ _____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☐ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at _____this _____ day of _____,
(COUNTY)
20_____.

_____ By:_____
(Name of Organization) (Title)

State of _____ County of_____

_____ being duly sworn deposes and says that he is
(Name)

the _____ of _____
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
(Notary Public)

_____
(My commission expires)

_____
(Commission Number)

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ my commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. 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.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 may terminate this transaction for cause of default.

Certification 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.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has 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 meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is 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 agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

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 lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

SECTION VIII

PRICE SCHEDULE

Proposers are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on.

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following:

Group 1			
	System Design & Engineering Labor	**Per**	**Unit Price**
100-3-101	BICSI Reg Comm Dist Design Services	HR	$
100-4-102	CADD Operator	HR	$
100-5-103a	Comm Cable-Electronics Technician	HR	$
100-5-103b	Comm Cable-Electronics Technician (After Hours)	HR	$
100-6-104a	Communication Cable Installer	HR	$
100-6-104b	Communication Cable Installer (After Hours)	HR	$
100-7-105a	Communication Duct Installer	HR	$
100-7-105b	Communication Duct Installer (After Hours)	HR	$

Group 2			
	OSP Construction Conduit	**Per**	**Unit Price**
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	$
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	$
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	$
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	$
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	$
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	$
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	$
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	$
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	$
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	$
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	$
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	$
200-6-15-db	Directional Bore, 4” HDPE (F&I)	LF	$
200-6-16-db	Directional Bore, 4” HDPE, Special Conditions (F&I)	LF	$
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	$

200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	$
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	$
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	$
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	$
200-7-TW	Detectable Tracer Wire (F&I)	LF	$
200-7-MT	Detectable Marking Tape (F&I)	LF	$
200-7-JL	Jet Line (F&I)	LF	$
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EACH	$
	Pull Boxes and Junction Boxes	**Per**	**Unit Price**
202-8-443	Manhole, Composite 4'x4'x3' W/ Lid (F&I)	EACH	$
202-8-444	Manhole, Composite 4'x4'x4' W/ Lid (F&I)	EACH	$
202-8-232	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EACH	$
202-8-233	Handhole, Composite 24"x36"x36" W/ Lid (F&I)	EACH	$
202-8-121	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EACH	$

Group 3			
	Fiber Optic Cable - OSP	**Per**	**Unit Price**
201-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	$
201-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	$
201-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	$
201-4-111-72	FO Cable 72, SM, LT, Aerial (F&I)	LF	$
201-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	$
201-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	$
201-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	$
201-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	$
201-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	$
201-4-112-72	FO Cable 72F, SM, ADSS, Aerial (F&I)	LF	$
201-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	$
201-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	$
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	$
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	$
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	$
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	$
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	$
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	$
201-4-114-12	FO Cable 12F, SM, LT, SJ, SA, DBP (F&I)	LF	$
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	$
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	$
201-4-114-72	FO Cable 72F, SM, LT, SJ, SA, DBP (F&I)	LF	$
201-4-114-96	FO Cable 96F, SM, LT, SJ, SA, DBP (F&I)	LF	$
201-4-114-144	FO Cable 144F, SM, LT, SJ, SA, DBP (F&I)	LF	$
201-4-115-12	FO Cable 12F, SM, LT, SJ, SA, DBT (F&I)	LF	$
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	$
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	$
201-4-115-72	FO Cable 72F, SM, LT, SJ, SA, DBT (F&I)	LF	$
201-4-115-96	FO Cable 96F, SM, LT, SJ, SA, DBT (F&I)	LF	$

201-4-115-144	FO Cable 144F, SM, LT, SJ, SA, DBT (F&I)	LF	$
201-4-117-06	FO Cable 6F, SM, Drop Cable (F&I)	LF	$
201-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	$
201-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	$
201-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	$
201-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	$
201-4-123-72	FO Cable 72F, MM, LT, UG (F&I)	LF	$
201-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	$
201-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	$
	Fiber Optic Cable - ISP	**Per**	**Unit Price**
201-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	$
201-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	$
201-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	$
201-4-115-72	FO Cable 72F, SM, Riser (F&I)	LF	$
201-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	$
201-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	$
201-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	$
201-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	$
201-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	$
201-4-116-72	FO Cable 72, SM, Plenum (F&I)	LF	$
201-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	$
201-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	$
201-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	$
201-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	$
201-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	$
201-4-125-72	FO Cable 72F, MM, Riser (F&I)	LF	$
201-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	$
201-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	$
201-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	$
201-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	$
201-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	$
201-4-126-72	FO Cable 72F, MM, Plenum (F&I)	LF	$
201-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	$
201-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	$
	Fiber Optic Cable - Preterm Drops	**Per**	**Unit Price**
201-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	$
201-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	$
201-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	$
201-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	$
	Fiber Optic Splicing Terminations - ISP	**Per**	**Unit Price**
201-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EACH	$
201-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EACH	$
201-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EACH	$

201-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EACH	$
201-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EACH	$
201-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EACH	$
201-8-72A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	$
201-8-72B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	$
201-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EACH	$
201-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EACH	$
201-8-128A	FO Splice Housing 48-144F (F&I)	EACH	$
683-8-128B	FO Splice Housing 48-144F (F only)	EACH	$
201-8-172A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	$
201-8-172B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	$
201-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EACH	$
201-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EACH	$
201-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EACH	$
201-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EACH	$
201-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EACH	$
201-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EACH	$
201-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EACH	$
201-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EACH	$
201-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EACH	$
201-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EACH	$
201-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EACH	$
201-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EACH	$
201-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EACH	$
201-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EACH	$
201-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EACH	$
201-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EACH	$
201-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EACH	$
201-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EACH	$
201-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EACH	$
201-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EACH	$
201-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EACH	$
201-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EACH	$
	Fiber Optic Splicing Terminations - OSP	**Per**	**Unit Price**
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	$
201-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EACH	$
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	$
201-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EACH	$
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	$

201-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EACH	$
201-8-72A	FO Splice Closure 72F, Aerial/UG (F&I)	EACH	$
201-8-72B	FO Splice Closure 72F, Aerial/UG (F only)	EACH	$
201-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EACH	$
201-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EACH	$
201-8-144A	FO Splice Closure 144F, Aerial/UG (F&I)	EACH	$
207-8-144B	FO Splice Closure 144F, Aerial/UG (F only)	EACH	$
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	$
201-8-ST-12A	Splice Tray, Fusion Heat Shrink, 12F, 12" (F&I)	EACH	$
201-8-ST-12B	Splice Tray, Fusion Heat Shrink, 12F, 12" (F only)	EACH	$
201-8-ST-24A	Splice Tray, Fusion Heat Shrink, 24F, 12" (F&I)	EACH	$
201-8-ST-24B	Splice Tray, Fusion Heat Shrink, 24F, 12" (F only)	EACH	$
201-8-A	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EACH	$
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	$
	OSP Construction - Aerial	**Per**	**Unit Price**
201-9-100	Wood Pole 45’ Utility (F&I)	EACH	$
201-9-200	Prestressed Concrete Pole 70’ Utility (F&I)	EACH	$
201-10-1A	Messenger Cable 1/4" (F&I)	LF	$
201-10-20	Remove Messenger Cable 1/4" (I Only)	LF	$
201-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EACH	$
201-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EACH	$
201-10-D	Place Pole Riser 2" GRS (F&I)	LF	$
201-10-E	Place Riser U-Guard To 20' (F&I)	LF	$
201-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EACH	$
201-10-G	Place 2" Riser Heat Shrink (F&I)	EACH	$
201-10-600	Down Guy, 1/4", 6' Anchor (F&I)	EACH	$
	OSP Construction - UG	**Per**	**Unit Price**
201-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	LF	$
201-11-100B	Cat 5E Plenum UTP (avg 150) (F only)	LF	$
201-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	LF	$
201-11-101B	Cat 5E PVC UTP (avg 150) (F only)	LF	$

	Communication Cabinets - OSP	**Per**	**Unit Price**
203-110-336	Cabinet, 35"x24"x22" W/ Conc Base (F&I)	EACH	$
203-110-334	Cabinet, 51.25"x20"x18" W/ Conc Base (F&I)	EACH	$
203-110-60	Cabinet, 37"x20"x17" W/ Conc Base (F&I)	EACH	$
203-130-1	Nema, 3R 19.7"x19.7"x7.9" (F&I)	EACH	$
203-130-2	Nema, 3R 23.6"x23.6"x7.9" (F&I)	EACH	$
203-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	EACH	$
203-110-6-2	FO Splice Housing Environmental (F&I)	EACH	$
203-110-6-3	FO Splice Housing Cross Connect (F&I)	EACH	$
203-336-1	Device Cabinet Type 336 46”x 24” x 24” (F&I)	EACH	$
203-332-2	Device Cabinet Type 332 66”x 24” x 30” (F&I)	EACH	$
203-336S-3	Device Cabinet Type 336S 48”x 24” x 24” (F&I)	EACH	$

203-335-4	Detector Cabinet Type VI 104” x 108” x 77” (F&I)	EACH	$

Group 4 Multi-Pair Cables - ISP / OSP		Per	Unit Price
633-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	$
633-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	$
633-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	$
633-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	$
633-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	$
633-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	$
633-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	$
633-15-110	Face Plate 1 Gang Surface or Flush (F&I)	EACH	$
633-15-111	Face Plate 2 Gang Surface or Flush (F&I)	EACH	$
633-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	$
633-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	$
633-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	$
633-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	$
633-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	$
633-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	$
633-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	$
633-15-100-1	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EACH	$
633-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	$
633-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	$
633-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	$
633-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	UNIT	$
633-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	$
633-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	$
633-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	$
633-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	$
633-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	$
633-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	$
633-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	$
633-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	$
633-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	$
633-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	$
633-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	$

- F & I – Furnish and Install
- F only – Furnish Only
- I only – Install Only

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes _____ No_____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State: _____ Zip Code: _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ Date:_____

Name: _____Title: _____
(Type / Printed)

END

COPY

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: 8/28/2017
Page 2 of 80
PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON September 29, 2017

PURCHASING DIVISION CONTACT: SONJA HAMILTON-SUAREZ
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: ssuarez@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: **Danella** Address: **717 S Industry Rd** City, State, Zip: **Cocoa, Fl 32926** Phone Number: **321-877-4632** Fax Number: **321-877-4634** E-Mail Address: **dhowick@danella.com** FEIN Number: **59-2453991**	Do you accept Visa? ☐ YES ☒ NO List of Deviations (if any) attached Yes___ No_X_ If submitting a "NO RESPONSE", state reason: _____ _____ ADDENDA ACKNOWLEDGED # 1

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), six (6) copies, and one (1) electronic copy (on optical disk or USB drive, OCR required) of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope,
RFP# P-18-04-COC. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFP package to the City

of Cocoa, and bind the Respondent to the terms and conditions of this RFP. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFP submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFP process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFP. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFP. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFP with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFP. The City of Cocoa will provide no compensation for such costs.

During the RFP process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFP.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFP which is set forth in section I of this RFP.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFP AS IF SET FORTH ABOVE.

Danella

Name of Respondent

Authorized Signature

Daniel J. Howick Business Development Manager

Name & Title

9/27/2017

Date

DANELLA

Danella Construction Corporation of Florida
717 S Industry Rd
Cocoa, FL. 32926

September 27, 2017

Cover Letter

On behalf behalf of Danella Construction Corporation of Florida Incorporated I am submitting the enclosed response for the City of Cocoa's RFP # P-18-04-COC for Fiber Optic Network Equipment, Material, Supplies, Installation and Maintenance.
Our background specializes in this type of work, and with our **main statewide office for this work type of work in Cocoa** we feel this is a great fit for both the City of Cocoa and Danella.
Enclosed you will find in addition to this cover letter:
The RFP title page
Table of Contents
Executive Summary
General Information
Summary of Qualifications
Resume / description of Cocoa office employees
Additional required forms including pricing, insurance, materials available for ODP and remaining completed RFP required paperwork.

If there are any questions in the enclosed RFP response please fell free to contact me.
I appreciate the Opportunity to continue to work with the City of Cocoa.

Daniel J. Howick
Business Development Manager
Danella Construction
717 S. Industry Rd
Cocoa, FL. 32926
321-288-3518
dhowick@danella.com

DANELLA

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Danella Construction Corporation of Florida
717 S Industry Rd
Cocoa, FL. 32926

EXECUTIVE SUMMARY

Why the city should consider Danella Construction?

Capabilities- Danella offers complete turnkey services associated with this RFP with a professional license to complete both underground utility & General Contract work. A fully staffed Construction office with experience working with cities GIS departments can design conceptual & construction drawings for any city project. Our construction team has the equipment resources, experience & qualifications to complete any fiber optic work to include in house design, permitting, directional boring crews, excavating & installation crews, for aerial, & underground, and a Danella team of some of the best fiber optic splicers in the business.

Location- Danella has 8 offices and over 150 employees in the state of Florida. The office responsible for this RFP with design, construction, and splicing resources is **located directly in Cocoa** making it an ideal choice. With years of **experience** dealing in outside plant fiber optics & a **local office** with **adequate staffing** which means crews, equipment & materials are always nearby.

History – Danella is a well-established company and we be around for years to come when you need them. Founded in 1972 and Incorporated in Florida since 1983, Danella has the established finances, resources, safety program, and policies for being a partner with the city of Cocoa for years to come.

Advantages of our Solution

There are many advantages for the city to use Danella Construction for this project. The fact that we offer both in house design & construction services means our design staff has extensive knowledge working in outside plant construction, and our construction crews have extensive experience working with our in house design prints. Any questions on either side can be quickly answered with having to deal with a second party. This also results in a lower cost to the customer due to our office located locally in Cocoa. Our company and techs are also Corning certified and a preferred installation company by corning cable.

Synopsis of proposers solution specific to this RFP

Danella Construction Corporation of Florida has years of experience working under similar contracts with great success & client satisfaction. Our proposal offers the city of Dunnellon a complete turnkey service from Danella Construction offering in house engineering, installation, and splicing and a very competitive rate and a quality second to none.



Danella works to deliver world-class communications construction, maintenance, and repair services.

Danella's communications solutions are crafted to suit the infrastructure needs of our clients. We are on the forefront of a dynamic industry in which technology moves at the speed of innovation. At Danella, we continue to meet or exceed industry standards with the most reliable and cost-effective solutions.

With over 40 years of experience in utility infrastructure installation, Danella is a full service organization committed to providing the highest quality of work in a safe environment.

Danella has the resources and experience to safely and successfully accomplish any project of any size in any environment.

Danella Construction Corp. of FL, Inc. (Cocoa)
717 South Industry Road, Cocoa, FL 32936
321-877-4632 | www.danella.com

DANELLA®
Pride in everything we do.

CUTTING-EDGE COMMUNICATIONS

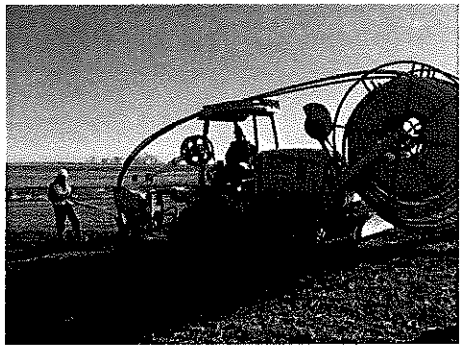
WE OFFER SERVICES IN:

- Underground and Aerial plant construction
- Directional drilling
- Installation of fiber optic, copper, coax, PVC conduit, HDPE innerduct, and buried cable
- Fiber splicing and testing work
- Removal of existing telephone plants
- Manhole placement, construction, re-builds, and modifications
- Duct rodding and cleaning
- Pole construction













PRIDE IN EVERYTHING WE DO

DANELLA

DANELLA®

Company Overview
& Summary of Qualifications

Over 40 years of industry-leading performance



Company Overview

Danella of Florida specializes in the following:

- Underground and aerial copper and fiber optic Communications work
- Emergency Storm Response
- Directional Boring
- Excavations and underground installations
- Fiber Optic Splicing
- Customer and building laterals
- Backbone Construction
- Design & Permitting Services
- Aerial pole line installation & maintenance

Company Overview

- Company started in 1972
- Owned by Jim Danella
- Office for RFP work located in Cocoa Florida at 717 S Industry Rd
- Danella Companies now consists of 17 divisions operating out of 29 geographically diverse facilities in 12 states
- Danella Construction has over 1,200 employees and performs approximately $225M in work per year

Company Overview



DANELLA

Company Overview

- Customers include:
  - Aqua America
  - at&t
  - at&t local services
  - Cablevision
  - CenturyLink
  - Cincinnati Bell
  - City of Clermont Fl
  - Comcast
  - Con Edison
  - Constellation Energy
  - CSX Corporation
  - Delmarva
  - Duke Energy
  - Exelon Shore Natural Gas
  - Eversource Energy (Yankee Gas, CL&P, NSTAR)
  - First Energy (Met-Ed & JCP&L)
  - Florida East Coast Railroad
  - Florida Power and Light
  - General Dynamics
  - Jacksonville Energy Authority (JEA)
  - Kansas City Southern Railway
  - Kinder Morgan
  - National Grid
  - NJ American Water
  - Ormond Beach FL
  - PA American Water
  - Palm Coast Fl
  - Philadelphia Gas Works (PGW)
  - PPL Electric Utilities
  - Public Service Enterprise Group (PSE&G NJ)
  - Savage Services
  - TECO Energy
  - Texas City Terminal Railway
  - Time Warner Cable
  - Tri-Rail
  - Verizon
- Danella Construction still provides services to the same two original customers from 1972
- Danella also performs public bid work for municipalities throughout our service areas

DANELLA®

Communications Construction Services

Where Construction Meets Excellence



DANELLA®

Communication & Fiber Construction

- Aerial & Underground design and construction
- Directional boring
- Rodding, duct cleaning and clearing, innerduct placement and cable pulling and removal
- Manhole placement, construction, re-builds and modifications



DANELLA®

Communication & Fiber Construction

- Fiber splicing and testing work
- Pole, guy and anchor setting and removal
- Strand and cable placement, lashing and removal, transfers, etc.
- Conduit and fiber cable for fiber-to-the-premises installations
- Emergency crews available



Design work

- Specializing in outside plant engineering services for a wide range of utility, building and construction organizations

- Experienced in all aspects of construction and project management
  - Feasibility studies
  - Route design
  - Construction management & inspection
  - As-built documentation
  - GPS surveys & drawings
  - Bridge & tunnel attachment design
  - Aerial & underground design
  - Civil design
  - Facility locating



Equipment

- Pick-up trucks
- Directional bore rigs
- Utility buckets
- Digger derricks
- Excavation equipment
- Welding trucks
- Buses
- Crane/pole loaders
- Stake body trucks
- Specialty equipment
- Trailers
- Various other types of equipment



What Sets Us Apart

No Challenge is Too Great



DANELLA®

Management & Field Resources

- Office in charge of the RFP work and resources located directly in Cocoa Florida
- Direct line to Jim Danella expedites decision making, eliminates delay time and improves responsiveness
- Supervision and field forces make up the backbone of Danella's success and include hundreds of men and women who are professionals in utility construction
- Experienced with ramping up the crews and equipment necessary to tackle new contracts and to expand to new geographic areas

DANELLA

Equipment Resources

- Pick-up and utility trucks
- Backhoes
- Trenchers and plows
- Directional drills
- Rod trucks
- Excavators
- Telstas
- Bucket trucks
- Digger derricks
- Reel trucks and trailers
- Winch trucks
- Vac trucks and trailers
- Air compressors
- And other equipment used in underground and aerial construction

Danella also has the financial resources to purchase equipment whenever needed when new work is acquired

Safety & Wellness

- Commitment to a safe work environment
- Zero Incident Philosophy (ZIP) provides:
  - Planning
  - Training in classroom and hands-on experience in the field
  - Field execution
- Wellness program provides:
  - Assessment
  - Testing
  - Educational programs

Client References

City of Ormond Beach – Danella has worked with the City of Ormond beach for over 11 years supporting design & installation for fiber network facilities very similar to the RFP-
POC: Ned Huhta IT Director
22 South Beach Street
Ormond Beach, FL 32174
Phone: 386-615-7031

City of Palm Coast
Danella has been working with the City of Palm Coast since 2005 designing & installing fiber optic backbone & laterals to all main city buildings and customer laterals for the city's Fibernet service.
POC: Steve Viscardi IT Manager
160 Lake Ave
Palm Coast, FL 32164
Phone: 386-986-3700

DANELLA®

Client References (Cont.)

City of Clermont
Danella has been working with Clermont since 2013 designing, permitting, installing and maintaining the cities fiber optic network.
POC: Don Dennis Director of IT
685 W Montrose Street
Clermont, FL 34711
Phone: 352-241-7377

Key Individuals for RFP

Dan Howick – Primary Responsibility for the City Contract
Cell: 321-288-3518
Email: Dhowick@Danella.com

Caitlin Loughran- Responsible for all work, daily operations & scheduling under this RFP
Phone: 321-877-4632
Email: cloughran@danella.com

Leonel Matos – Fiber optic Splicing Supervisor
Phone: 321-432-2629
Email: Leonelmatos@me.com

Kyle Brooker – Construction Supervisor
Phone: 321-586-9455
Email: kbrooker@danella.com

Danella Construction Corporation of Florida
717 S Industry Rd
Cocoa, FL. 32926

Resume job function summary of Danella Employees to work on City of Cocoa

Dan Howick – Business Development Manager

Dan Howick will be responsible at general oversight of RFP work, and direct dealing with the city to provide costs estimates and review projects with the city. Dan has over 20 years in the telecommunications industry and over 14 years working directly for Danella overseeing both design and construction work. Prior to Danella Dan work at Northstar Communications group designing and building Level 3 communications Orlando. Dan also oversees outside plane aerial & underground design work and permitting for construction in the state, county and city right of ways.

Caitlin Loughran –Area Manager

Caitlin Loughran will be the Danella manager in charge of the direct oversight of all work with the city of Cocoa. Caitlins area of responsibility include cost estimating of construction projects, scheduling of work and direct oversight of Danella construction field supervisors. Caitlin has been a manager at Danella for 3 years.

Leonel Matos – Fiber Optic Splicing Supervisor

Leonel is in change of all fiber optic splicing inside cabling, and fiber panel terminations and installations at Danella. Leonel is a certified Corning installer and can provide any type of warranty work on corning cable systems. Leonel has work for Danella for over 13 years. Prior to Danella Leonel worked as a fiber optic technician for Brighthouse networks.

Kyle Brooker – Field Construction Supervisor

Kyle Brooker is one of Danella's field construction supervisors. Kyle's areas of responsibilities include general oversight of outside plant field Installation crews. These crews consist of aerial installation crews, excavation crews, directional boring crews, hand diggers, maintenance crews and subcontractors.

David "Chase" Gosnell – Field Construction Supervisor
Chase is another Danella's field construction supervisors. chasess areas of responsibilities include general oversight of underground field Installation crews, and subcontractors, as well as operating excavation equipment.

Mario Luna – Foreman/ Operator
With over 15 years working for Danella, Mario is an experienced operator and installer for Danella. With areas of responsibility of Underground conduit installations, handholes installations, general labor and restoration. Mario is also confined space and competent person trained and has completed the 10 hour OHSA certification

Chris Puzycki – Operator/ Employee
Chris Puzycki has a wide range of skill sets to work on city of Cocoa projects. Chris is an experienced operator of backhoe and excavation equipment, and also assist in general labor to support installation of aerial & underground facilities, splice support and general labor.

Joe Plunk – Employee/ laborer
Joe Plunk is a Danella employee whos job functions include assisting our splicers in general assisting while fiber optic splicing is being prepped and completed, as well as general labor for all other outside plant construction activities.

SECTION VI

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last seven (7) years, services similar to the scope of services required by this RFP.

1. Company Name **City of Ormond Beach**
   Contact Name and Title **Ned Huhta I.T. Director**
   Address **22 South Beach Street Ormond Beach, Fl. 32174**
   Phone Number **386-615-7031**
   Duration of Contract or business relationship **11 years working with city doing design, permitting, and construction of Ormond Beach fiber optic network**

2. Company Name **City of Palm Coast**
   Contact Name and Title **Steve Viscardi - IT Manager**
   Address **160 Lake Ave Palm Coast, FL 32164**
   Phone Number **386-986-3700**
   Duration of Contract or business relationship **Been working with Palm Cast Since 2005 Designing & Building city wide fiber optic network**

3. Company Name **City of Clermont**
   Contact Name and Title **Don Dennis - Director of IT**
   Address **685 W Montrose St Clermont Fl 34711**
   Phone Number **352-241-7377**
   Duration of Contract or business relationship **working with Clermont Since 2013 desiging and building citywide fiber optic network**

SECTION VII
AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF Florida
CITY OF Melbourne

BEFORE ME, the undersigned authority, this day personally appeared 09/22/2017, who, after first being duly sworn, upon oath, deposes and says:

1. My name is Daniel J Howick and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of Business Development Manager for Danella (hereinafter "Respondent") and have been employed by Respondent since 2003.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFP for **Professional Information Technology Services on an As Needed Basis** and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in Section IV of the City of Cocoa RFP for **Professional Information Technology Services on an As Needed Basis**; and
7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFP for **Professional Information Technology Services on an As Needed Basis**; and

C. The Respondent adhered to the instructions set forth in the City of Cocoa RFP for Engineering Services for **Professional Information Technology Services on an As Needed Basis** in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Daniel J. Howick

Print Name: Daniel J. Howick

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was sworn to and subscribed before me this 25 day of SEPT., 2017 by DANIEL J. HOWICK [✓] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 25 day of SEPT., 2017.

Michele M. Straney

NOTARY PUBLIC
Print Name: Michele M Straney
My Commission Expires: 6/26/2021

Notary Public State of Florida
Michele M Straney
My Commission GG 082142
Expires 06/26/2021

STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The proposer may submit any additional information they desire.

A. Name of proposer:
Danella

B. Permanent main office address:
717 S. Industry Road Cocoa, FL. 32926

C. When organized (Month/Year): **March**, 19 **83**

D. If a corporation, where incorporated (State): **Florida**

E. How many years have you been engaged in the business under your present firm or trade name? (Years) **34 years**

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates
Master outside plant Contract for AT&T	**20+ million / year**	**3 year term 2019**
City of Palm Coast Maintenance	**+/- 100K / year**	**March 2018**
Putnam County Fiber build	**$360k**	**October 2017**

G. General character of work performed by your company.

Aerial and underground Telecommunication design and installations to include directional boring, trenching, conduit, handholes fiber optic cable and splicing

H. Have you ever failed to complete any work awarded to you? Yes (No) if yes, please specify where and why:

I. Have you ever defaulted on a contract? Yes [ ] (No [ ]) If yes, please specify where and why

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed
AT&T Fiber Relocation Florida Turnike	$100,000	September	2017
AT&T Construction I-4 Ultimate - Orlando	$600,000	June	2017
City of Palm Coast traffic signal fiber network design & build	$52,000	September	2017
City of Clermont fiber maintenance relocation	$20,000	August	2017

K. List your major equipment:

Danella has one of the biggest privately owned fleets in the United States. Equipment relevant to this RFP include: Pick up trucks, 2 ton trucks, aerial bucket trucks, trailers, excavators, directional bore rigs, trenchers, boom trucks, fiber optic splicing van & equipment.

L. Experience in construction work similar in type to this project.

This type of work is our specialty & what we do on a daily basis. We have been in Florida since 1983 Completing outside plant aerial & underground telecommunications construction projects. 7 of our 8 offices in Florida support at&t with all of there underground fiber optic installation & maintenance work. Our Cocoa office location provides aerial and underground design, construction and splicing services for service providers, private firms, government entities, and municipalities throughout Florida.

M. Background and experience of the principal members of your organization, including the officers.

Name	Title	Background	Years Experience
Jim Danella	Founder / CEO	Founder & CEO of Danella Companies. Mr. Danella is still active in daily operations of the 13 different company divisions.	45 years
Tom Schinske	Vice President	Tom Schinske has over 31 years working with Danella and now oversees operations in the Florida, Georgia & Alabama markets	31 years
Michael Straney	Division Manager	Mike Straney is division manager with over 30 years of outside plant construction experience at Danella. today Mike oversees daily operations in the florida market	30 years
Dan Howick	Business Development Manager	Dan has over 14 years experience at Danella and over 20 years experience in telecommunications design & construction. Dan oversees design & construction projects throughout Florida	14 years

N. Credit available: $ 10+ million

O. Give bank reference: PNC Bank 1600 Market St 2nd floor Philadelphia, PA 19103 - John Wilden 215-585-4326

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? (Yes) ☐ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at Brevard (COUNTY) this 27 day of September 2017.

Danella
(Name of Organization)

By: Business Development Manager
(Title)

State of Florida County of Brevard

Daniel J. Howick being duly sworn deposes and says that he is
(Name)

the **Business Development Manager** of **Danella**
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 25 day of Sept., 2017.

Michele M. Straney
(Notary Public)

6/26/2021
(My commission expires)

GG 082142
(Commission Number)

Notary Public State of Florida
Michele M Straney
My Commission GG 082142
Expires 06/26/2021

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

Daniel J. Howick Business Development Manager
(Printed Name and Title)

Danella
(Name of Vendor)

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 25 day of Sept., 2017, by Daniel J. Howick (name of person whose signature is being notarized) as Business Development Manager (title) of Danella (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Michele M. Straney State of Florida at Large (Seal)
(Signature)

Michele M. Straney my commission expires: 6/26/2021
(Print Name)

Notary Public State of Florida
Michele M Straney
My Commission GG 082142
Expires 06/26/2021

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 lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Daniel J. Howick	Date: 9/27/17
Signature of Authorized Certifying Official:	Title: Business Development Manager

SECTION VIII

PRICE SCHEDULE

Proposers are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on.

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following:

Group 1	System Design & Engineering Labor	Per	Unit Price
100-3-101	BICSI Reg Comm Dist Design Services	HR	$ 130.00
100-4-102	CADD Operator	HR	$ 80.00
100-5-103a	Comm Cable-Electronics Technician	HR	$ 80.00
100-5-103b	Comm Cable-Electronics Technician (After Hours)	HR	$ 110.00
100-6-104a	Communication Cable Installer	HR	$ 65.00
100-6-104b	Communication Cable Installer (After Hours)	HR	$ 90.00
100-7-105a	Communication Duct Installer	HR	$ 65.00
100-7-105b	Communication Duct Installer (After Hours)	HR	$ 90.00

Group 2	OSP Construction Conduit	Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	$ 4.68
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$ 5.25
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	$ 5.25
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$ 5.75
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	$ 1.50
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	$ 1.85
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	$ 6.00
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	$ 4.10
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	$ 4.70
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	$ 5.26
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	$ 3.30
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	$ 2.90
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	$ 14.00
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	$ 20.00
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	$ 18.00
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	$ 30.00
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	$ 74.00

200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	$ **19.51**
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	$ **29.86**
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	$ **48.55**
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	$ **65.60**
200-7-TW	Detectable Tracer Wire (F&I)	LF	$ **.35**
200-7-MT	Detectable Marking Tape (F&I)	LF	$ **.40**
200-7-JL	Jet Line (F&I)	LF	$ **.25**
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EACH	$ **69.39**
	Pull Boxes and Junction Boxes	**Per**	**Unit Price**
202-8-443	Manhole, Composite 4'x4'x3' W/ Lid (F&I)	EACH	$ **4,883.21**
202-8-444	Manhole, Composite 4'x4'x4' W/ Lid (F&I)	EACH	$ **5,276.82**
202-8-232	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EACH	$ **767.64**
202-8-233	Handhole, Composite 24"x36"x36" W/ Lid (F&I)	EACH	$ **873.32**
202-8-121	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EACH	$ **336.51**

Group 3			
	Fiber Optic Cable - OSP	**Per**	**Unit Price**
201-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	$ **1.36**
201-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	$ **1.49**
201-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	$ **1.72**
201-4-111-72	FO Cable 72, SM, LT, Aerial (F&I)	LF	$ **2.03**
201-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	$ **2.31**
201-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	$ **3.03**
201-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	$ **1.60**
201-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	$ **1.77**
201-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	$ **2.10**
201-4-112-72	FO Cable 72F, SM, ADSS, Aerial (F&I)	LF	$ **2.51**
201-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	$ **2.85**
201-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	$ **3.82**
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	$ **1.17**
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	$ **1.30**
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	$ **1.53**
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	$ **1.83**
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	$ **2.31**
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	$ **3.03**
201-4-114-12	FO Cable 12F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **2.39**
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **2.50**
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **2.71**
201-4-114-72	FO Cable 72F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **3.02**
201-4-114-96	FO Cable 96F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **3.28**
201-4-114-144	FO Cable 144F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **3.91**
201-4-115-12	FO Cable 12F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **4.49**
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **4.60**
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **4.81**
201-4-115-72	FO Cable 72F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **5.12**
201-4-115-96	FO Cable 96F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **5.38**

201-4-115-144	FO Cable 144F, SM, LT, SJ, SA, DBT (F&I)	LF	$ 6.01
201-4-117-06	FO Cable 6F, SM, Drop Cable (F&I)	LF	$ 1.12
201-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	$ 1.17
201-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	$ 2.65
201-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	$ 4.44
201-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	$ 7.57
201-4-123-72	FO Cable 72F, MM, LT, UG (F&I)	LF	$ 10.79
201-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	$ 14.28
201-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	$ 22.62
	Fiber Optic Cable - ISP	**Per**	**Unit Price**
201-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	$ 1.69
201-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	$ 2.54
201-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	$ 5.10
201-4-115-72	FO Cable 72F, SM, Riser (F&I)	LF	$ 7.19
201-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	$10.17
201-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	$ 15.23
201-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	$ 1.83
201-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	$ 3.14
201-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	$ 6.64
201-4-116-72	FO Cable 72, SM, Plenum (F&I)	LF	$ 10.16
201-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	$ 13.15
201-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	$ 19.17
201-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	$ 2.82
201-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	$ 4.75
201-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	$ 10.20
201-4-125-72	FO Cable 72F, MM, Riser (F&I)	LF	$ 14.80
201-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	$ 19.79
201-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	$ 28.94
201-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	$ 2.88
201-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	$ 5.42
201-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	$ 12.37
201-4-126-72	FO Cable 72F, MM, Plenum (F&I)	LF	$ 18.36
201-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	$ 23.42
201-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	$ 32.22
	Fiber Optic Cable - Preterm Drops	**Per**	**Unit Price**
201-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	$ 904.77
201-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	$ 1,176.02
201-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	$ 904.77
201-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	$ 1,176.02
	Fiber Optic Splicing Terminations - ISP	**Per**	**Unit Price**
201-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EACH	$ 1,164.05
201-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EACH	$ 265.53
201-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EACH	$ 1,993.62

201-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EACH	$ 307.14
201-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EACH	$ 3,820.10
201-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EACH	$ 307.14
201-8-72A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	$ 5,225.81
201-8-72B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	$ 391.37
201-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EACH	$ 6,837.20
201-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EACH	$ 391.37
201-8-128A	FO Splice Housing 48-144F (F&I)	EACH	$ 517.70
683-8-128B	FO Splice Housing 48-144F (F only)	EACH	$ 392.70
201-8-172A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	$ 5,225.81
201-8-172B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	$ 391.37
201-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EACH	$ 6,837.20
201-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EACH	$ 391.37
201-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EACH	$ 50.16
201-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EACH	$ 25.16
201-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EACH	$70.16
201-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EACH	$ 25.16
201-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EACH	$ 93.54
201-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EACH	$ 33.54
201-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EACH	$ 47.78
201-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EACH	$ 17.78
201-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EACH	$ 50.32
201-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EACH	$20.32
201-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EACH	$50.79
201-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EACH	$ 20.79
201-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EACH	$51.48
201-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EACH	$47.12
201-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EACH	$51.30
201-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EACH	$ 51.57
201-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EACH	$ 42.78
201-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EACH	$ 46.96
201-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EACH	$ 47.68
201-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EACH	$ 38.10
	Fiber Optic Splicing Terminations - OSP	**Per**	**Unit Price**
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	$ 341.08
201-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EACH	$ 191.08
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	$ 366.08
201-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EACH	$ 191.08
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	$ 391.08

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201-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EACH	$ 191.08
201-8-72A	FO Splice Closure 72F, Aerial/UG (F&I)	EACH	$ 672.84
201-8-72B	FO Splice Closure 72F, Aerial/UG (F only)	EACH	$ 447.84
201-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EACH	$ 697.84
201-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EACH	$ 444.84
201-8-144A	FO Splice Closure 144F, Aerial/UG (F&I)	EACH	$ 1,381.15
207-8-144B	FO Splice Closure 144F, Aerial/UG (F only)	EACH	$ 1031.15
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	$ 154.94
201-8-ST-12A	Splice Tray, Fusion Heat Shrink, 12F, 12" (F&I)	EACH	$ 44.14
201-8-ST-12B	Splice Tray, Fusion Heat Shrink, 12F, 12" (F only)	EACH	$ 34.14
201-8-ST-24A	Splice Tray, Fusion Heat Shrink, 24F, 12" (F&I)	EACH	$ 72.34
201-8-ST-24B	Splice Tray, Fusion Heat Shrink, 24F, 12" (F only)	EACH	$ 62.34
201-8-A	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EACH	$ 30.00
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	$ 7.00
	OSP Construction - Aerial	**Per**	**Unit Price**
201-9-100	Wood Pole 45' Utility (F&I)	EACH	$ 978.30
201-9-200	Prestressed Concrete Pole 70' Utility (F&I)	EACH	$ 11,750.00
201-10-1A	Messenger Cable 1/4" (F&I)	LF	$ 1.37
201-10-20	Remove Messenger Cable 1/4" (I Only)	LF	$ 1.35
201-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EACH	$ 158.50
201-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EACH	$ 102.50
201-10-D	Place Pole Riser 2" GRS (F&I)	LF	$ 22.82
201-10-E	Place Riser U-Guard To 20' (F&I)	LF	$16.65
201-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EACH	$ 65.60
201-10-G	Place 2" Riser Heat Shrink (F&I)	EACH	$ 63.00
201-10-600	Down Guy, 1/4", 6' Anchor (F&I)	EACH	$ 286.00
	OSP Construction - UG	**Per**	**Unit Price**
201-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	LF	$ 1.25
201-11-100B	Cat 5E Plenum UTP (avg 150) (F only)	LF	$ .30
201-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	LF	$ 1.00
201-11-101B	Cat 5E PVC UTP (avg 150) (F only)	LF	$ 1.25

	Communication Cabinets - OSP	**Per**	**Unit Price**
203-110-336	Cabinet, 35"x24"x22" W/ Conc Base (F&I)	EACH	$ 4,129.00
203-110-334	Cabinet, 51.25"x20"x18" W/ Conc Base (F&I)	EACH	$ 4,790.00
203-110-60	Cabinet, 37"x20"x17" W/ Conc Base (F&I)	EACH	$ 3,954.00
203-130-1	Nema, 3R 19.7"x19.7"x7.9" (F&I)	EACH	$ 566.18
203-130-2	Nema, 3R 23.6"x23.6"x7.9" (F&I)	EACH	$ 687.99
203-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	EACH	$ 1,220.00
203-110-6-2	FO Splice Housing Environmental (F&I)	EACH	$ 600
203-110-6-3	FO Splice Housing Cross Connect (F&I)	EACH	$ 3,200.00
203-336-1	Device Cabinet Type 336 46"x 24" x 24" (F&I)	EACH	$ 5,120.00
203-332-2	Device Cabinet Type 332 66"x 24" x 30" (F&I)	EACH	$ 5,490.00
203-336S-3	Device Cabinet Type 336S 48"x 24" x 24" (F&I)	EACH	$ 5,309.00

203-335-4	Detector Cabinet Type VI 104" x 108" x 77" (F&I)	EACH	$ **9,123.00**

	Group 4 **Multi-Pair Cables - ISP / OSP**	**Per**	**Unit Price**
633-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	$
633-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	$
633-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	$
633-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	$
633-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	$
633-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	$
633-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	$
633-15-110	Face Plate 1 Gang Surface or Flush (F&I)	EACH	$
633-15-111	Face Plate 2 Gang Surface or Flush (F&I)	EACH	$
633-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	$
633-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	$
633-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	$
633-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	$
633-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	$
633-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	$
633-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	$
633-15-100-1	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EACH	$
633-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	$
633-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	$
633-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	$
633-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	UNIT	$
633-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	$
633-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	$
633-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	$
633-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	$
633-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	$
633-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	$
633-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	$
633-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	$
633-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	$
633-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	$
633-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	$

- F & I – Furnish and Install
- F only – Furnish Only
- I only – Install Only

40

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes **x** No_____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: **Danella**

Company Address: **717 South Industry Road**

City, State: **Cocoa, FL.** Zip Code: **32926**

Telephone: **321-877-4632** Fax: **321-877-4634**

E-mail: **dhowick@danella.com**

Business Tax Receipt Number: **16-00000-653** FEIN Number: **59-2453991**

Authorized Signature: _____ Date: **9/27/2017**

Name: **Daniel J. Howick** Title: **Business Development Manager**
(Type / Printed)

END

Danella Construction Corporation of Florida
717 S Industry Rd
Cocoa, FL. 32926

Materials available for ODP Purchasing

Listed below are materials available for owner direct purchasing.
Please note that factory minimum footages as well as lead times specified from the factory still apply:

12 count outside plant rated dielectric multimode cable
24 count outside plant rated dielectric multimode cable
48 count outside plant rated dielectric multimode cable
72 count outside plant rated dielectric multimode cable
96 count outside plant rated dielectric multimode cable
144 count outside plant rated dielectric multimode cable

12 count riser rated multimode cable
24 count riser rated multimode cable
48 count riser rated multimode cable
72 count riser rated multimode cable
96 count riser rated multimode cable
144 count riser rated multimode cable

12 count plenum rated multimode cable
24 count plenum rated multimode cable
48 count plenum rated multimode cable
72 count plenum rated multimode cable
96 count plenum rated multimode cable
144 count plenum rated multimode cable

Client#: 480 TOTALRISK

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: P. Bowers
The Simkiss Agency, Inc. P. O. Box 1787 2 Paoli Office Park Paoli, PA 19301	PHONE (A/C, No, Ext): 610 727-5300 FAX (A/C, No): 610-727-5414 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amer Contractors Ins Co RRG	12300
INSURER B: ACIG Insurance Company	19984
INSURER C: Zurich American Insurance	16535
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DANELLA COMPANIES, INC.
2290 BUTLER PIKE
PLYMOUTH MEETNG, PA 19462

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL17A00008	06/01/2017	06/01/2018	EACH OCCURRENCE	$5,000,000
A	[X] COMMERCIAL GENERAL LIABILITY			GL17B00008 GL XS	06/01/2017	06/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
A	[ ] CLAIMS-MADE [X] OCCUR			GL17C00008 GL XS	06/01/2017	06/01/2018	MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$5,000,000
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$5,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			AL17000001	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
C	[X] ANY AUTO			BAP926555207	06/01/2017	06/01/2018	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS			(NY, FL & MA)			BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			XS17D00008	06/01/2017	06/01/2018	EACH OCCURRENCE	$5,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE			GL XS			AGGREGATE	$5,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCA000009617	06/01/2017	06/01/2018	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A			WCA000005217	06/01/2017	06/01/2018	E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000000617	06/01/2017	06/01/2018	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

With respect to the acts and negligence of Danella Companies, Inc., et al and Danella Construction Corp. of FL, Inc., City of Cocoa is included as additional insured with respect to the above General Liability policy, as required by written contract.

CERTIFICATE HOLDER

City of Cocoa

65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian C Block

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DC



Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department: City Manager	Division: Information Technology
Bid / RFP / RFQ #: P-18-04-COC	Contract #:
Awarded To: Danella Construction Corporation of Florida, Inc.	Commodity / Work Description: Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance
Address / City / State / Zip: 717 Industry Road Cocoa, FL 32926	Phone / Fax #'s: 321-877-4632 321-877-4634 (fax)
Purchase / Contract Amount:	Date of Award / City Council Approval:

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

FIBER INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of January 2018, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **DANELLA CONSTRUCTION CORPORATION OF FLORIDA, INC.**, a Florida corporation, authorized to conduct business in the State of Florida, whose address is 581 Washburn Road, Melbourne, Florida 32934 hereinafter referred to as "Danella".

WITNESSETH:

WHEREAS, City has a need to obtain construction, installation, equipment and material supply, system design, and maintenance and repair services regarding the City's fiber optic network from time to time on an as-needed, task oriented basis; and

WHEREAS, Danella is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two additional one-year renewals. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for Danella to provide the Services approved by Task Order by the City and is also sometimes referred to herein to

include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Danella" shall mean Danella Construction Corporation of Florida, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Danella or Danella's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Danella under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages Danella and Danella agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Danella to perform construction, installation, equipment and material supply, and maintenance and repair services on a "task" basis. In general, such services may include, but not be limited to, constructing and installing additional linear miles of fiber optic cable and conduit housing to expand the City's fiber optic network, system design and engineering for the fiber optic network expansion(s), repair and maintenance of the City's existing and expanded fiber optic network should the need arise, and supply of necessary equipment for fiber optic network projects and maintenance. At least one project to take place during the period of this Agreement is expected to be the future expansion of the City's fiber optic network, which may include approximately 25 miles of fiber installation ("Project"). The City shall have this project

completed, at its discretion, in phases. **A general Scope of Work, i.e., a broad list of the services that may be provided by Danella is included in the City's Request for Proposals for Fiber Optic Network Equipment, Material, Supplies, Installation and Maintenance, dated September 2017, incorporated herein by reference as Exhibit "A." The Technical Specifications in Exhibit A shall be adhered to for any services performed pursuant to this Agreement.** The services to be performed pursuant to each Task Order shall fall within the general Scope of Work attached hereto as Exhibit A. Each phase of the Project shall be ordered by Task Order.

2.2 Fiber Construction, Installation, System Design, and Non-Emergency Maintenance and Repair Task Orders. When the City desires to enter into a specific Task Order, the City will communicate with Danella, verbally or in writing, a general description of the task to be performed. Danella will generate a detailed Scope of Work document, prepare a Schedule, add a fee component (e.g. a not-to-exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a cost breakdown, including man-hour and/or unit price breakdown if applicable, for all work to be performed. In no event shall the Task Order's total amount exceed those hourly rates and unit prices included in Danella's cost schedule in its **RFP Response, dated September 27, 2017, which is incorporated by reference herein as Exhibit "B."** The cost breakdown shall include all subcontractor or subconsultant work and the Task Proposal shall include the written price proposals from all subcontractors and subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by Danella through a Task Order may contain written terms and conditions which are deemed supplemental to this Agreement.

2.3 Repair Task Orders. Repair task orders shall follow the same Task Order procedure as established in Section 2.2 above, except in the case of emergency repairs. As provided in Exhibit A, emergency repairs must be responded to as follows:

- Initial telephone/email response within one (1) hour of City's initial contact
- Initial repair forces on-site within four (4) hours of City's initial contact
- Equipment yard with supply of commonly used materials, tools, equipment, and vehicles within 75 miles of City of Cocoa
- Technicians (minimum 2) and Installers (minimum 2) living or reporting to an office within 75 miles of City of Cocoa

Given these rapid response times, a formal Task Order may not be prepared. Emergency purchase procedures contained in the City's then-current Financial Operations Manual shall govern, and hourly rates and unit prices invoiced to the City for emergency repairs shall not exceed those

contained in Exhibit B.

2.4 Equipment Purchase Orders. The City may make request of Danella to sell certain equipment or supplies listed in Exhibit A and Exhibit B on a "purchase order" basis. When the City desires to place a specific order for equipment, the City may communicate with Danella, verbally or in writing, a general description of the equipment needed. Danella will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Danella shall include a price for the equipment that is no greater than the price included in its Cost Schedule in Exhibit B. The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to make the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, Danella shall deliver the equipment ordered therein.

2.5 For any Task Order accepted, the City will issue a notice to proceed to Danella in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, Danella shall perform the services set forth in the Task Order.

2.6 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other companies to provide services performed by Danella herein. The City shall have no obligation to purchase equipment or solicit Task Order proposals from Danella during the term of this Agreement. The need to construct projects, performs repairs, and purchase equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular amount of equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities that will be ordered or amounts that will be spent during the contract period.

2.7 The maximum hourly rates and unit prices that can be charged under this Agreement by Danella are set forth in **Exhibit "B."**

3.0 CONSTRUCTION TASKS

Construction Services shall be subject to the following requirements, except as otherwise provided herein. Construction Services shall include constructing conduit runs, constructing conduit runs simultaneously with installation of fiber, projects involving excavation of the right-of-way, pulling new fiber through existing conduit runs, and repairing major fiber cuts. Maintenance and minor fiber repairs, minor splicing, and replacement of supporting fiber facilities equipment involving mere access to existing infrastructure through handholes and other access points in the City's fiber optic network shall not be considered "Construction Services" herein.

3.1 Danella shall furnish and be responsible for all labor, materials, supervision, transportation and all other functions necessary or required for the Construction Services. Construction shall be in accordance with the plans and specifications approved by the City and subject to City inspection.

3.2 To the extent that Danella provides Construction Services utilizing third parties, Danella shall ensure that the contractor is willing to comply with the terms and conditions of this Agreement. Any construction contract between Danella and the contractor must be immediately assignable to the City, upon the City's written request to Danella and contractor, in the event that Danella terminates this Agreement or Danella defaults under any term and condition set forth in this Agreement. Such request shall be made by the City within seven (7) days of Danella terminating this Agreement or default. The construction contractor shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form of said indemnification shall be subject to approval of the City Attorney. Further, the construction contractor must provide current certificates of worker's compensation, general liability and automobile insurance as provided below in Section 11.0. Except for fiber repairs, the construction contractor shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney. Promptly after the execution of a Task Order where third party contractors may be utilized, Danella shall provide to the City, in writing, a list of names of subcontractors proposed to perform work pursuant to the Task Order. Danella shall not employ any subcontractor to whom the City may have reasonable objection. Contracts between Danella and the subcontractor shall be consistent and in accordance with the terms of this Agreement. In the event any work under this Agreement is performed by a subcontractor, Danella shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor or other person or organization having a direct contract with Danella, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as otherwise required by law.

3.3 Except when accessing already existing conduit infrastructure, Danella shall obtain utility locates and confirm the location of all nearby underground utilities within the construction route. Danella shall: (a) visually spot via hand digging or vacuum excavation where needed all utilities running parallel to proposed construction routes that lie within three (3) feet of the route; and (b) visually spot all utilities running parallel to the proposed construction routes that lie within three to five feet of the route.

3.4 Danella shall use a horizontal directional drill for the installation of conduit and shall monitor and record the alignment and depth readings provided by the drilling system and provide the

City with a KML file identifying the GPS coordinates, as well as depth of the conduit at 30-foot intervals.

3.5 Upon completion of a Construction Services project, Danella shall provide City with final maps, grids, construction and signed off As-Built drawings, as applicable, and other records reasonably requested by City.

3.6 Except for fiber repairs, Danella shall be required to post a one (1) year maintenance bond or cash bond for the Construction Services improvements, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. For all Task Orders for Construction Services greater than $200,000, Danella shall be required to execute a payment and performance bond in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney.

3.7 Danella shall conduct Acceptance Testing upon completion of construction as specified in Exhibit A**.** If upon inspection of the Acceptance Testing report the City determines that the fiber facilities are not performing in accordance with accepted industry standards or those specified in Exhibit A, it shall provide Danella with a written notice specifying any deficiencies in performance to be corrected ("Deficiency Notice"). If the City has given a Deficiency Notice, Danella shall correct any such deficiencies at Danella's sole cost. The City shall provide a notice of acceptance of the fiber facilities ("Acceptance"), in writing, when the test results demonstrate that the performance level of the fiber facilities is in conformance with industry standards.

3.8 Danella shall be required to execute a Bill of Sale for installed conduit, fiber optic cables, and appurtenances thereto.

3.9 For Construction Services, the Task Order shall determine whether payment for the Services shall be made in lump sum upon Acceptance of the fiber facilities or in progress payments.

(a) For Construction Services, the Task Order may call for a lump sum payment upon Acceptance of the fiber facilities by the City after inspection. Prior to any payment, City shall require Danella to furnish release of all liens from any unpaid work, labor, or materials with respect to Danella's, its contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed.

(b) For Construction Services, the Task Order may call for progress payments on the basis of application for payments submitted to the City, by Danella, as the work progresses. Progress payments may be withheld as provided in Section 3.10 below.

City shall withhold up to 10% of the Task Order Price throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). After 50% completion of the project, the

City shall reduce to 5% the amount of the retainage withheld from each subsequent progress payment made to Danella unless the project is subject to Federal funding, in whole or in part, and the project is subject to laws and regulations contrary to the Act. The term "50% completion of the project" shall mean the point at which the City has expended 50% of the total cost of the construction services purchased under the Task Order together with all costs associated with existing change orders and other additions or modifications to the constructions services provided for in the Task Order. After 50% completion, Danella may present to the City a payment request for up to one-half of the retainage held by the City. The City shall promptly make payment to Danella unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. The City shall make final payment to Danella within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Danella has delivered to the City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the City indemnifying him against such claims.

By making payments the City does not waive claims including but not limited to those relating to:

i. Faulty work appearing after substantial completion has been granted;

ii. Work that does not comply with the Contract Documents/ plans and specifications approved by the City:

iii. Outstanding claims of liens; or

iv. Failure of Danella to comply with any special guarantees required by the Contract Documents/ plans and specifications approved by the City.

3.10 Payment may be withheld on account of: (1) defective labor, materials, and equipment not remedied upon a request to do so; (2) claims filed; (3) failure of Danella to make proper payments to subcontractors; (4) Danella does not make prompt and proper payments for labor, materials, or equipment furnished it; (5) another contractor is damaged by an act for which Danella is responsible; (6) in the opinion of the City, Danella's work is not progressing satisfactorily; or (7) Danella's failure to perform pursuant to the terms and conditions of this Agreement. Any payment withheld by the City may be used by the City to remedy any of the above-mentioned conditions.

3.11 Danella shall supervise and direct the Work using its best skill and attention. Danella shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all port, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of

the work hereunder.

(a) Danella shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned hereunder.

(b) Danella warrants to the City that all materials and equipment incorporated in the work will be new unless otherwise specified in the plans and specifications approved by the City, and that all work will be good quality, free from faults and defects and conform with such plans and specifications. All work not conforming to these standards may be considered defective at the sole option of the City.

(c) Danella shall pay all sales, consumer, use and other similar taxes required by law and shall secure, at its own cost and expense, all permits, fees, and licenses necessary for the execution of the work.

(d) Danella shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, and shall immediately notify the City if and when Danella believes the approved plans and specifications are at variance herewith.

(e) Danella shall be solely responsible for any and all acts and omissions of Danella and any of its employees, subcontractors, agents, and all other persons performing any of the work under this Agreement on behalf of or with Danella.

(f) Danella shall at all times keep the premises free from accumulation of waste materials and rubbish caused by Danella's operations. At the completion of each phase of work, Danella shall remove all waste materials and rubbish from and about the project site as well as Danella's tools, construction equipment, machinery and surplus materials. Danella shall have the exclusive responsibility to keep the work site in a safe, secure, and orderly manner in accordance with construction industry standards.

(h) All materials stored on the job site shall remain the responsibility of Danella until incorporated into the work.

3.12 In addition to any other remedy provided by law or in this Agreement, for Construction Services, if Danella has defaulted or neglected to carry out the work in accordance with the approved plans and specifications; or has failed to perform any provision of this Agreement; or has violated a material provision of any regulation, order or rulings of any regulatory body having jurisdiction over this Agreement; or has committed any act of fraud upon the City; or has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or has acted grossly negligent in performing under this Agreement; the City may, after three (3) days

written notice to Danella and without prejudice to any other remedy it may have, terminate this Agreement or, at the City's option, the particular Task Order, and may at its option complete the work required hereunder by any means available and deduct the cost of completion from the price agreed upon in the Task Order, and if the unpaid balance of such price exceeds the expense of finishing the work, such excess shall be paid to Danella, but if such expenses exceed such unpaid balance, Danella shall pay the difference to the City's account. The City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

3.13 For Construction Services, Danella agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Danella 's or any subcontractor's performance of the services and work being performed under this Agreement; (b) Danella 's or any subcontractor's failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to Danella 's or any subcontractor's performance under this Agreement; (c) any fraud and misrepresentation conducted by Danella or any subcontractor in the performance or acquisition of services and work under this Agreement; (d) Danella 's or any subcontractor's failure to properly expend the funds provided by City for the work and services provided in this Agreement; (e) any patent or copyright infringement claims made against the City with regards to the plans and specifications; and (f) all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher's of machines and parts thereof, equipment, tools, and all indemnification provided above shall obligate Danella to defend at its own expense or to provide for such defense, at the option of the City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers, which may result from the services and work performed under this Agreement whether the services and work are performed by Danella, by subcontractors, or anyone directly or indirectly employed by Danella. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

Danella specifically assumes potential liability for actions brought by Danella's own employees against the City and, solely for the purpose of this indemnification and defense, Danella specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

4.0 CHANGES IN THE SCOPE OF WORK

4.1 City may make changes in the Services at any time by giving written notice to Danella. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Danella will negotiate any change in total cost or schedule modifications. If the City and

Danella approve any change, the Task Order will be modified in writing to reflect the changes; and Danella shall be compensated for said services in accordance with the terms of Article 6.0 herein. All Change Orders shall be authorized in writing by City's and Danella's designated representative. Additions, elections, or deletions to the Work performed by Danella without authorization of a signed Change Order shall not result in an adjustment in the contract price or time for the completion of the Work.

4.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

5.0 SCHEDULE

5.1 Danella shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Danella shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Danella fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to Danella without City's prior written consent, except as provided in Sections 4.1 and 20.1 herein.

5.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF DANELLA

6.1 General Services. For basic and additional Services performed by Danella's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Danella an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

6.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Danella to render additional Services pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Danella an amount equal to that billed Danella by the independent professional associates and consultants. Prior to payment by the City, Danella shall submit to the City a copy of any written invoice received by Danella from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

6.3 Witness Services. For witness or expert services rendered by Danella's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay Danella or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Danella shall be bound by any attorney-work product public records exemption laws and rules.

6.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

6.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Danella.

6.6 Errors and Deficiencies. Danella shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Danella's services provided under this Agreement.

6.7 Payment Offsets. To the extent that Danella owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge Danella for any money owed to the City by Danella.

6.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and Danella shall remain liable to the City in accordance with applicable law for all damages to the City caused by Danella's performance of any services provided under this Agreement.

6.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by Danella, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Danella shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Danella's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.10 Acceptance of Payment. Acceptance of final payment by Danella for a specific Task Order shall constitute a release of all claims for payment which Danella may have against the City

for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by Danella prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against Danella or to any remedies the City may pursue with respect to such claims.

6.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Danella, Danella agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by Danella for any claims relating to the validity of a finding by the City of overpayment.

6.12 Partial Payments. Payment made to Danella shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify Danella of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

7.0 RIGHT TO INSPECTION

7.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Danella.

7.2 No inspection, review, or observation shall relieve Danella of its responsibility under this Agreement.

8.0 PROGRESS MEETING

8.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Danella's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

9.0 SAFETY

9.1 Danella shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

10.0 REASONABLE ACCESS

10.1 During the term of this Agreement, City shall grant Danella reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

11.0 INSURANCE

11.1 Liability Amounts. During the term of this Agreement, Danella shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. Danella shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect Danella from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by Danella or by anyone directly employed by or contracting with Danella, and with a deductible not greater than $5,000.00.

c. Danella shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect Danella from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by Danella or by anyone directly or indirectly employed by Danella.

d. Danella shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

11.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

11.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused

until at least thirty (30) days' prior written notice has been given to the City, and Danella by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Danella shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill Danella. Danella shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." Danella shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Danella in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify Danella in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, Danella shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

11.4 Independent Associates and consultants. All independent associates, consultants and subcontractors employed by Danella to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Danella shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

13.0 REPRESENTATIONS AND WARRANTIES

13.1 Danella represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Danella shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed

hereunder. Danella's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Danella shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants or subcontractors (if any), and for the approval of submissions by authorities having jurisdiction over the services. Danella's designated representative shall have the authority to act on Danella's behalf with respect to the Services. In addition, Danella's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, Danella shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Danella's professional judgment with respect to the Services. Danella shall review laws, codes, and regulations applicable to Danella's Services. Danella's services and design shall comply with all applicable requirements imposed by all public authorities. Danella represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Danella shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Danella for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Danella shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. Danella represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

13.2 Danella represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment. Danella shall correct and remedy any work that fails to conform to the requirements of the approved plans and specifications where such failure to conform appears during the progress of the work. In addition, Danell hereby warrants and guarantees that all materials, equipment or labor shall be free of defective workmanship for a period of one year from the date that all Certificates of Completion and a Certificate of Occupancy (if required) are issued by the City; or within such longer period of time as may be prescribed by law. The provisions of this Paragraph apply to work done by subcontractors as well as to work done by direct employees of Danella.

14.0 GUARANTEE AGAINST INFRINGEMENT

14.1 Danella guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision

of this Agreement, Danella shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Danella may elect to provide non-infringing services.

15.0 DOCUMENTS

15.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Danella agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Danella related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Danella. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Danella are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF DANELLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DANELLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Danella is required to and agrees to comply with public records laws. Danella shall keep and maintain all public records required by the City to perform the services as agreed to herein. Danella shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Danella shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Danella shall transfer to the City, at no cost, all public records in possession of the Danella, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Danella shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Danella shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information

technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Danella of the request and Danella shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Danella does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Danella acknowledges that if Danella does not provide the public records to the City within a reasonable time, the Danella may be subject to penalties under Section 119.10, Florida Statutes. Danella acknowledges that if a civil action is filed against Danella to compel production of public records relating to this Agreement, the court may assess and award against Danella the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Danella, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Danella to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Danella fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Danella's failure to comply with this Section, the City shall collect from Danella prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Danella. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Danella's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by Danella and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by Danella, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to Danella.

b. Ownership of Documents. The City and Danella agree that upon payment of fees due to Danella by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Danella in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. Danella waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by Danella in the

performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Danella or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Danella shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

16.0 ASSIGNMENT

16.1 Danella shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

16.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Danella, Danella shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

16.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Danella who shall take immediate steps to remedy the situation.

16.4 If any part of this Agreement is subcontracted by Danella, prior to the commencement of any Work by the subcontractor, Danella shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

17.0 INDEPENDENT CONTRACTOR

17.1 At all times during the term of this Agreement, Danella shall be considered an independent contractor and not an employee of the City.

18.0 DEFAULT BY DANELLA AND CITY'S REMEDIES

18.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

(a) Danella defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case Danella shall have such time as is reasonably necessary to remedy the default, provided Danella promptly takes and diligently pursues such actions as are necessary therefor; or

(b) Danella is adjudicated bankrupt or makes any assignment for the benefit of creditors or Danella becomes insolvent, or is unable or unwilling to pay its debts; or

(c) Danella has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

(d) Danella has committed any act of fraud or any other unlawful act upon the City or another party; or

(e) Danella has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(f) Danella has assigned this Agreement or any Task Order without the City's prior written consent.

(g) Notwithstanding the aforementioned, in the event of a default by Danella, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

(h) In the event of such termination upon default and breach of this Agreement, any completed services performed by Danella under this Agreement shall, at the option of the City, become the City's property and Danella shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. Danella, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to Danella for the purpose of setoff until such time as the amount of damages due to the City from Danella can be determined.

19.0 TERMINATION

19.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Danella, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20.0 FORCE MAJEURE

20.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Danella's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or

causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

21.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Danella.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Danella warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Danella, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a

bona fide employee working solely for Danella, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Danella with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Danella each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Danella:
Danella Construction Corporation of Florida, Inc.
Attn: Caitlin Loughran
581 Washburn Road

Melbourne, Florida 32934

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

32.2 Either party may change the notice address by providing the other party written notice of the change.

32.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33.0 SOVEREIGN IMMUNITY

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Danella agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY DANELLA

34.1 Danella hereby represents and warrants to the City the following:

(a) Danella is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

(b) The undersigned representative of Danella has the power, authority, and legal right to execute and deliver this Agreement on behalf of Danella.

35.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

35.1 Danella shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of Danella in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Danella specifically assumes potential liability for actions brought by Danella's own employees against the City and, solely for the purpose of this indemnification and defense, Danella specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2 Danella shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Danella's breach and caused by other persons employed by the Danella in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 35.1 and 35.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

35.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Danella expresses its willingness to enter into this Agreement with the knowledge that the Danella's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by Danella to the City's complete satisfaction, and in no case shall exceed the amount provided in article 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Danella is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 Danella for itself and its subcontractors, if any, certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

(c) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

(d) The undersigned is authorized to execute this Agreement on behalf of the Danella and said signature shall bind Danella to this Agreement. No further action is required by Danella to enter into this Agreement other than Danella's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY: **CITY OF COCOA ***	**DANELLA:**
By: _____	By: _____
Print Name/Title: _____	Print Name/Title: _____

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT A
GENERAL SCOPE OF WORK/RATE SCHEDULE

SECTION VIII

PRICE SCHEDULE

Proposers are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on.

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following:

Group 1	System Design & Engineering Labor	Per	Unit Price
100-3-101	BICSI Reg Comm Dist Design Services	HR	$ 130.00
100-4-102	CADD Operator	HR	$ 80.00
100-5-103a	Comm Cable-Electronics Technician	HR	$ 80.00
100-5-103b	Comm Cable-Electronics Technician (After Hours)	HR	$ 110.00
100-6-104a	Communication Cable Installer	HR	$ 65.00
100-6-104b	Communication Cable Installer (After Hours)	HR	$ 90.00
100-7-105a	Communication Duct Installer	HR	$ 65.00
100-7-105b	Communication Duct Installer (After Hours)	HR	$ 90.00

Group 2	OSP Construction Conduit	Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	$ 4.68
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$ 5.25
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	$ 5.25
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$ 5.75
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	$ 1.50
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	$ 1.85
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	$ 6.00
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	$ 4.10
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	$ 4.70
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	$ 5.26
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	$ 3.30
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	$ 2.90
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	$ 14.00
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	$ 20.00
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	$ 18.00
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	$ 30.00
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	$ 74.00

200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	$ **19.51**
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	$ **29.86**
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	$ **48.55**
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	$ **65.60**
200-7-TW	Detectable Tracer Wire (F&I)	LF	$ **.35**
200-7-MT	Detectable Marking Tape (F&I)	LF	$ **.40**
200-7-JL	Jet Line (F&I)	LF	$ **.25**
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EACH	$ **69.39**
	Pull Boxes and Junction Boxes	**Per**	**Unit Price**
202-8-443	Manhole, Composite 4'x4'x3' W/ Lid (F&I)	EACH	$ **4,883.21**
202-8-444	Manhole, Composite 4'x4'x4' W/ Lid (F&I)	EACH	$ **5,276.82**
202-8-232	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EACH	$ **767.64**
202-8-233	Handhole, Composite 24"x36"x36" W/ Lid (F&I)	EACH	$ **873.32**
202-8-121	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EACH	$ **336.51**

Group 3			
	Fiber Optic Cable - OSP	**Per**	**Unit Price**
201-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	$ **1.36**
201-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	$ **1.49**
201-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	$ **1.72**
201-4-111-72	FO Cable 72, SM, LT, Aerial (F&I)	LF	$ **2.03**
201-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	$ **2.31**
201-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	$ **3.03**
201-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	$ **1.60**
201-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	$ **1.77**
201-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	$ **2.10**
201-4-112-72	FO Cable 72F, SM, ADSS, Aerial (F&I)	LF	$ **2.51**
201-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	$ **2.85**
201-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	$ **3.82**
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	$ **1.17**
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	$ **1.30**
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	$ **1.53**
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	$ **1.83**
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	$ **2.31**
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	$ **3.03**
201-4-114-12	FO Cable 12F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **2.39**
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **2.50**
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **2.71**
201-4-114-72	FO Cable 72F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **3.02**
201-4-114-96	FO Cable 96F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **3.28**
201-4-114-144	FO Cable 144F, SM, LT, SJ, SA, DBP (F&I)	LF	$ **3.91**
201-4-115-12	FO Cable 12F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **4.49**
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **4.60**
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **4.81**
201-4-115-72	FO Cable 72F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **5.12**
201-4-115-96	FO Cable 96F, SM, LT, SJ, SA, DBT (F&I)	LF	$ **5.38**

201-4-115-144	FO Cable 144F, SM, LT, SJ, SA, DBT (F&I)	LF	$ 6.01
201-4-117-06	FO Cable 6F, SM, Drop Cable (F&I)	LF	$ 1.12
201-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	$ 1.17
201-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	$ 2.65
201-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	$ 4.44
201-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	$ 7.57
201-4-123-72	FO Cable 72F, MM, LT, UG (F&I)	LF	$ 10.79
201-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	$ 14.28
201-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	$ 22.62
	Fiber Optic Cable - ISP	**Per**	**Unit Price**
201-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	$ 1.69
201-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	$ 2.54
201-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	$ 5.10
201-4-115-72	FO Cable 72F, SM, Riser (F&I)	LF	$ 7.19
201-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	$10.17
201-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	$ 15.23
201-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	$ 1.83
201-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	$ 3.14
201-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	$ 6.64
201-4-116-72	FO Cable 72, SM, Plenum (F&I)	LF	$ 10.16
201-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	$ 13.15
201-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	$ 19.17
201-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	$ 2.82
201-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	$ 4.75
201-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	$ 10.20
201-4-125-72	FO Cable 72F, MM, Riser (F&I)	LF	$ 14.80
201-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	$ 19.79
201-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	$ 28.94
201-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	$ 2.88
201-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	$ 5.42
201-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	$ 12.37
201-4-126-72	FO Cable 72F, MM, Plenum (F&I)	LF	$ 18.36
201-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	$ 23.42
201-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	$ 32.22
	Fiber Optic Cable - Preterm Drops	**Per**	**Unit Price**
201-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	$ 904.77
201-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	$ 1,176.02
201-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	$ 904.77
201-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	$ 1,176.02
	Fiber Optic Splicing Terminations - ISP	**Per**	**Unit Price**
201-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EACH	$ 1,164.05
201-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EACH	$ 265.53
201-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EACH	$ 1,993.62

201-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EACH	$ 307.14
201-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EACH	$ 3,820.10
201-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EACH	$ 307.14
201-8-72A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	$ 5,225.81
201-8-72B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	$ 391.37
201-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EACH	$ 6,837.20
201-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EACH	$ 391.37
201-8-128A	FO Splice Housing 48-144F (F&I)	EACH	$ 517.70
683-8-128B	FO Splice Housing 48-144F (F only)	EACH	$ 392.70
201-8-172A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	$ 5,225.81
201-8-172B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	$ 391.37
201-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EACH	$ 6,837.20
201-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EACH	$ 391.37
201-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EACH	$ 50.16
201-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EACH	$ 25.16
201-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EACH	$70.16
201-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EACH	$ 25.16
201-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EACH	$ 93.54
201-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EACH	$ 33.54
201-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EACH	$ 47.78
201-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EACH	$ 17.78
201-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EACH	$ 50.32
201-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EACH	$20.32
201-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EACH	$50.79
201-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EACH	$ 20.79
201-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EACH	$51.48
201-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EACH	$47.12
201-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EACH	$51.30
201-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EACH	$ 51.57
201-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EACH	$ 42.78
201-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EACH	$ 46.96
201-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EACH	$ 47.68
201-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EACH	$ 38.10
	Fiber Optic Splicing Terminations - OSP	**Per**	**Unit Price**
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	$ 341.08
201-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EACH	$ 191.08
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	$ 366.08
201-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EACH	$ 191.08
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	$ 391.08

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201-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EACH	$ 191.08
201-8-72A	FO Splice Closure 72F, Aerial/UG (F&I)	EACH	$ 672.84
201-8-72B	FO Splice Closure 72F, Aerial/UG (F only)	EACH	$ 447.84
201-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EACH	$ 697.84
201-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EACH	$ 444.84
201-8-144A	FO Splice Closure 144F, Aerial/UG (F&I)	EACH	$ 1,381.15
207-8-144B	FO Splice Closure 144F, Aerial/UG (F only)	EACH	$ 1031.15
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	$ 154.94
201-8-ST-12A	Splice Tray, Fusion Heat Shrink, 12F, 12" (F&I)	EACH	$ 44.14
201-8-ST-12B	Splice Tray, Fusion Heat Shrink, 12F, 12" (F only)	EACH	$ 34.14
201-8-ST-24A	Splice Tray, Fusion Heat Shrink, 24F, 12" (F&I)	EACH	$ 72.34
201-8-ST-24B	Splice Tray, Fusion Heat Shrink, 24F, 12" (F only)	EACH	$ 62.34
201-8-A	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EACH	$ 30.00
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	$ 7.00
	OSP Construction - Aerial	**Per**	**Unit Price**
201-9-100	Wood Pole 45' Utility (F&I)	EACH	$ 978.30
201-9-200	Prestressed Concrete Pole 70' Utility (F&I)	EACH	$ 11,750.00
201-10-1A	Messenger Cable 1/4" (F&I)	LF	$ 1.37
201-10-20	Remove Messenger Cable 1/4" (I Only)	LF	$ 1.35
201-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EACH	$ 158.50
201-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EACH	$ 102.50
201-10-D	Place Pole Riser 2" GRS (F&I)	LF	$ 22.82
201-10-E	Place Riser U-Guard To 20' (F&I)	LF	$16.65
201-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EACH	$ 65.60
201-10-G	Place 2" Riser Heat Shrink (F&I)	EACH	$ 63.00
201-10-600	Down Guy, 1/4", 6' Anchor (F&I)	EACH	$ 286.00
	OSP Construction - UG	**Per**	**Unit Price**
201-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	LF	$ 1.25
201-11-100B	Cat 5E Plenum UTP (avg 150) (F only)	LF	$ .30
201-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	LF	$ 1.00
201-11-101B	Cat 5E PVC UTP (avg 150) (F only)	LF	$ 1.25

	Communication Cabinets - OSP	**Per**	**Unit Price**
203-110-336	Cabinet, 35"x24"x22" W/ Conc Base (F&I)	EACH	$ 4,129.00
203-110-334	Cabinet, 51.25"x20"x18" W/ Conc Base (F&I)	EACH	$ 4,790.00
203-110-60	Cabinet, 37"x20"x17" W/ Conc Base (F&I)	EACH	$ 3,954.00
203-130-1	Nema, 3R 19.7"x19.7"x7.9" (F&I)	EACH	$ 566.18
203-130-2	Nema, 3R 23.6"x23.6"x7.9" (F&I)	EACH	$ 687.99
203-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	EACH	$ 1,220.00
203-110-6-2	FO Splice Housing Environmental (F&I)	EACH	$ 600
203-110-6-3	FO Splice Housing Cross Connect (F&I)	EACH	$ 3,200.00
203-336-1	Device Cabinet Type 336 46"x 24" x 24" (F&I)	EACH	$ 5,120.00
203-332-2	Device Cabinet Type 332 66"x 24" x 30" (F&I)	EACH	$ 5,490.00
203-336S-3	Device Cabinet Type 336S 48"x 24" x 24" (F&I)	EACH	$ 5,309.00

203-335-4	Detector Cabinet Type VI 104" x 108" x 77" (F&I)	EACH	$ **9,123.00**

	Group 4 **Multi-Pair Cables - ISP / OSP**	**Per**	**Unit Price**
633-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	$
633-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	$
633-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	$
633-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	$
633-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	$
633-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	$
633-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	$
633-15-110	Face Plate 1 Gang Surface or Flush (F&I)	EACH	$
633-15-111	Face Plate 2 Gang Surface or Flush (F&I)	EACH	$
633-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	$
633-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	$
633-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	$
633-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	$
633-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	$
633-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	$
633-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	$
633-15-100-1	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EACH	$
633-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	$
633-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	$
633-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	$
633-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	UNIT	$
633-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	$
633-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	$
633-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	$
633-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	$
633-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	$
633-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	$
633-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	$
633-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	$
633-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	$
633-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	$
633-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	$

- F & I – Furnish and Install
- F only – Furnish Only
- I only – Install Only

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Will your company extend these prices to other governmental agencies within the State of Florida?

Yes **X** No_____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: **Danella**

Company Address: **717 South Industry Road**

City, State: **Cocoa, FL.** Zip Code: **32926**

Telephone: **321-877-4632** Fax: **321-877-4634**

E-mail: **dhowick@danella.com**

Business Tax Receipt Number: **16-00000-653** FEIN Number: **59-2453991**

Authorized Signature: _____ Date: **9/27/2017**

Name: **Daniel J. Howick** Title: **Business Development Manager**
(Type / Printed)

END

DANELLA

Danella Construction Corporation of Florida
717 S Industry Rd
Cocoa, FL. 32926

Materials available for ODP Purchasing

Listed below are materials available for owner direct purchasing.
Please note that factory minimum footages as well as lead times specified from the factory still apply:

12 count outside plant rated dielectric multimode cable
24 count outside plant rated dielectric multimode cable
48 count outside plant rated dielectric multimode cable
72 count outside plant rated dielectric multimode cable
96 count outside plant rated dielectric multimode cable
144 count outside plant rated dielectric multimode cable

12 count riser rated multimode cable
24 count riser rated multimode cable
48 count riser rated multimode cable
72 count riser rated multimode cable
96 count riser rated multimode cable
144 count riser rated multimode cable

12 count plenum rated multimode cable
24 count plenum rated multimode cable
48 count plenum rated multimode cable
72 count plenum rated multimode cable
96 count plenum rated multimode cable
144 count plenum rated multimode cable

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Robert Beach, Chief Technology Officer/Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 10/2/17

Re: **Bid #P-18-04-COC, Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance**

Proposals for the subject offering were opened on September 29, 2017 at 4:30 p.m. Purchasing sent out one hundred eighty-nine (189) invitations and notifications to bid/propose and received two (2) responses from twenty-one (21) plan holders.

A publically noticed Selection Committee meeting has been tentatively set for TBD.

I have enclosed copies of all proposals for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

BID NUMBER: P-18-04-COC Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance

VENDOR	(1) Original, (6) copies, (1) electronic	Price Schedule	Table of Contents	Executive Summary	General Information (business history current function)	Statement of Proposer's Qualifications	Resumes	Mandatory Forms	
Danella Construction	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page	Y
717 S. Industry Rd.								2. Business Reference List	Y
Cocoa, FL 32926								3. Addenda Acknowledgements	Y
								4. Standard Terms & Conditions/Special Condition Modification Requests	na
								5. Copy of Business Licenses	na
								6. Certificate of Insurance	Y
								7. Affidavit of Existing or Prior Contracts with the City	na
								8. Affidavit of Other Applicable Mandatory Criteria	Y
								9. Scrutinized Company Certification	Y
								10. Certification Regard Debarment & Suspension	Y
								11. Other materials requested by the City/Location (see pg. 14/80)	Y
Precision Contracting Services, Inc.	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page	Y
15834 Guild Court								2. Business Reference List	Y
Jupiter, FL 33478								3. Addenda Acknowledgements	Y
								4. Standard Terms & Conditions/Special Condition Modification Requests	na
								5. Copy of Business Licenses	na
								6. Certificate of Insurance	Y
								7. Affidavit of Existing or Prior Contracts with the City	na

VENDOR	(1) Original, (6) copies, (1) electronic	Price Schedule	Table of Contents	Executive Summary	General Information (business history current function)	Statement of Proposer's Qualifications	Resumes	Mandatory Forms	
								8. Affidavit of Other Applicable Mandatory Criteria	Y
								9. Scrutinized Company Certification	Y
								10. Certification Regard Debarment & Suspension	Y
								11. Other materials requested by the City/Location (see Pg. 14/80)	Y

CITY OF COCOA, FLORIDA
NOTICE OF PUBLIC MEETING

October 11, 2017
10:00 am

NOTICE is hereby given that there will be a meeting of the Selection Committee for RFP P-18-04-COC **Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance** project, on Wednesday, October 11, 2017 at 10:00 am, in the 3rd Floor Conference Room, in City Hall.

Please note that one or more members of Council may be in attendance.

If you have any questions, or require additional information, please contact the Office of the City Clerk by phone at 321-433-8484 or through email at cshealy@cocoafl.org.

Dated this the 5th day
of October, 2017.

Carie Shealy, MMC, City Clerk

This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org

DANELLA

Group 1			
	System Design & Engineering Labor	**Per**	**Unit Price**
100-3-101	BICSI Reg Comm Dist Design Services	HR	$130.00
100-4-102	CADD Operator	HR	$80.00
100-5-103a	Comm Cable-Electronics Technician	HR	$80.00
100-6-104a	Communication Cable Installer	HR	$65.00
100-7-105a	Communication Duct Installer	HR	$65.00

Group 2			
	OSP Construction Conduit	**Per**	**Unit Price**
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$5.25
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$5.75
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	$14.00
200-7-TW	Detectable Tracer Wire (F&I)	LF	$0.35
200-7-MT	Detectable Marking Tape (F&I)	LF	$0.40
200-7-JL	Jet Line (F&I)	LF	$0.25
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EACH	$69.39
	Pull Boxes and Junction Boxes	**Per**	**Unit Price**
202-8-232	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EACH	$767.64
202-8-233	Handhole, Composite 24"x36"x36" W/ Lid (F&I)	EACH	$873.32

Group 3			
	Fiber Optic Cable - OSP	**Per**	**Unit Price**
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	$1.17
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	$1.30
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	$1.53
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	$1.83
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	$2.31
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	$3.03
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	$2.50
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	$2.71
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	$4.60
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	$4.81
	Fiber Optic Splicing Terminations - OSP	**Per**	**Unit Price**
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	$341.08
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	$366.08
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	$391.08
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	$154.94
201-8-ST-12A	Splice Tray, Fusion Heat Shrink, 12F, 12" (F&I)	EACH	$44.14
201-8-ST-24A	Splice Tray, Fusion Heat Shrink, 24F, 12" (F&I)	EACH	$72.34
201-8-A	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EACH	$30.00
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	$7.00

TOTAL COST CALCULATION $3,588.80

PCS

Group 1			
	System Design & Engineering Labor	**Per**	**Unit Price**
100-3-101	BICSI Reg Comm Dist Design Services	HR	175
100-4-102	CADD Operator	HR	85
100-5-103a	Comm Cable-Electronics Technician	HR	125
100-6-104a	Communication Cable Installer	HR	75
100-7-105a	Communication Duct Installer	HR	65

Group 2			
	OSP Construction Conduit	**Per**	**Unit Price**
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$7.00
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$8.25
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	$18.00
200-7-TW	Detectable Tracer Wire (F&I)	LF	$0.50
200-7-MT	Detectable Marking Tape (F&I)	LF	$0.50
200-7-JL	Jet Line (F&I)	LF	$0.25
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EACH	$75.00
	Pull Boxes and Junction Boxes	**Per**	**Unit Price**
202-8-232	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EACH	$725.00
202-8-233	Handhole, Composite 24"x36"x36" W/ Lid (F&I)	EACH	$795.00

Group 3			
	Fiber Optic Cable - OSP	**Per**	**Unit Price**
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	$1.65
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	$1.80
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	$2.05
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	$2.70
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	$2.75
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	$3.50
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	$5.00
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	$5.95
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	$6.90
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	$7.80
	Fiber Optic Splicing Terminations - OSP	**Per**	**Unit Price**
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	$1,195.00
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	$1,495.00
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	$2,495.00
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	$445.00
201-8-ST-12A	Splice Tray, Fusion Heat Shrink, 12F, 12" (F&I)	EACH	$45.00
201-8-ST-24A	Splice Tray, Fusion Heat Shrink, 24F, 12" (F&I)	EACH	$55.00
201-8-A	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EACH	$40.00
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	$10.00

TOTAL COST CALCULATION $7,974.60

Mitchell Lawyer

Danella

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	20
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	20
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	20
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	20
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	10
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	8.5
	Total Score	~~95.5~~ 98.5

Mitchell Lawyer

PCS

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	20
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	20
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	20
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	15
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	3
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	8
	Total Score	**86**

RT Richard Turner

DANELLA

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	20
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	20
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	20
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	20
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	10
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	5
	Total Score	**95**

RT Richard Turner

PCS

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	20
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	20
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	20
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	15
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	3
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	9
	Total Score	**87**

GARY Palmer

DANELLA

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	19
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	20
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	19
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	20
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	10
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	9
	Total Score	30

(97)
GAP

GARY PALMER

PCS

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	19
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	19
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	17
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	15
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	3
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	9
	Total Score	18

($2) GAP

Danella

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	20
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	14
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	18
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	20
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	10
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	8
	Total Score	**90**

Committee Member: Ben Hayner

PCS

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	20
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	18
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	20
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	15
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	3
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	7
	Total Score	**83**

Committee Member: Ben Hayner

ROB BEACH

DANECCA

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	20
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	17
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	17
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	20
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	10
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	10
	Total Score	**94**

ROB BEACH

PCS

RFP Criteria	Maximum Points	Score
1. Experience • Firm demonstates in its proposal direct experience with the type of work specified in the RFP document • Firm demonstrates in its proposal that it has completed similar engagements and has the requested experience currently on staff to complete the work indicated in the RFP doucment	20	20
2. Qualifications • Firm demonstrates in its proposal adequate skillset, required credentials, and knowledge to provide services requested in the RFP document	20	20
3. Capability • Firm demonstrates both the technical and financial ability and capacity to successfully complete engagements within the scope of this RFP	20	20
4. Cost • Lowest Cost - 20 points • Second Lowest Cost - 15 points	20	15
4. Corporate Office Location • Within Cocoa City Limits - 10 points • Within 30 Miles - 7 points • Within 75 Miles - 3 points	10	3
5. Past Performance, References, and Other Factors • The character, integrity, and reputation of the firm • Is the submittal responsive to the Scope of Service • Did the firm submit relevant references • Were past engagements successful	10	10
	Total Score	**88**

Legislation Details (With Text)

File #:	18-12	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	1/9/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	Approve the Cancellation of the following City Council meetings: November 27, 2018 and December 25, 2018 due to the holiday seasons. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 9, 2018
Agenda Date: January 23, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Cancellation of the following City Council meetings: November 27, 2018 and December 25, 2018 due to the holiday seasons

BACKGROUND:

It is the tradition of the City Council to cancel the second City Council meeting in December due to the holidays and due to the great number of citizens, employees, and Council members spending time with their families locally or out of town. The second meeting of December this year falls on Tuesday, December 25, 2018.

Additionally, in the past few years, we have cancelled the second meeting of November due to the Thanksgiving holidays. The second meeting of November this year falls on Tuesday, November 27, 2018.

Please be advised that due to the upcoming November election, a Special meeting can be called during November in order to conduct a Swearing In Ceremony or if any other need arises.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council has traditionally approved the cancellation of the second meeting of December, and more recently, the second meeting of November due to the holidays.

RECOMMENDED MOTION:

Approve the Cancellation of the following City Council meetings: November 27, 2018 and December 25, 2018 due to the holiday seasons

Legislation Details (With Text)

File #:	18-8	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	1/8/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	

Title: To approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts. (Assistant City Manager)

Sponsors:

Indexes:

Code sections:

Attachments:
ShoreTel_VCIQ12058-01_QuoteValet_2017-12-12_3-53.03pm
Five9_VCIQ12138_QuoteValet_2017-12-20_2-38.56pm
1420829193_Data Comm 14-19-ShoreTel AR627 Master Agreement-140317 (2) (1).pdf
Estimate_4970_from_Florida_High_Speed_Internet
Budget Resolution FY 2018.docx
5 Nine Sole Source.doc
ShoreTel Reseller List 12-2017.pdf
BAF-CM-GF Shoretel phone (1-23-17)~ Agenda 18-008 - FY18.pdf
~BAF-UT-ShareTel phones (1-23-18) ~Agenda 18-008 - FY18.pdf
Artemis SIP quote.pdf
Mitel SIP Proposal - City of Cocoa.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2018
Agenda Date: January 23, 2018
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
To approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts.

BACKGROUND:

The City of Cocoa currently utilizes a Mitel phone system that is hosted by Morse Communications under contract through March 2018. The current agreement was approved by City Council for a 3-year term and was put into operation in March 2015. Over the course of the contract term, numerous service related issues were addressed and additional resources and technology were required to make the system functional beyond the initial expected investment. The hosted solution was intended to provide a turnkey solution that would result in less involvement and management from the City's Information Technology staff, thus freeing up resources for other functions.

Although the intention of moving to a hosted phone solution was to relieve support pressure from IT while reducing costs, the opposite has occurred. IT now spends much of its time opening and investigating support issues with the provider and cannot perform simple move, add, or change requests with regard to phone system users. Everything must be performed through the hosting vendor which creates a bottleneck in real world operations. Additionally, the hosted phone system has proven to be unreliable as it experienced an extended outage during Hurricane Irma's EOC activation due to a power outage at the hosting site.

The proposed new system will provide a reliable, on-site, solution that would be managed by the City's Information Technology staff. This on-site solution will provide greater reliability, greater control, and quicker turnaround times for move, add, or change requests. This new system would include installing multiple servers, software, and handsets in all City buildings. The servers would be virtualized and replicated on separate environments to ensure operational functionality and dramatically reduce the risk of an organization wide phone system outage in the event of a hardware failure. Additionally, the new system will leverage the City's extensive fiber-optic network for voice data transport, providing it a very stable and high-speed environment from which to operate.

The current hosted phone system costs the City approximately $8,866.84 per month to operate. This monthly expense was calculated by taking the average of the last 12 months lease payments and usage. Below is a breakdown of the expenses related to the operation of the current Mitel Hosted Phone System.

Mitel Hosted Phone System Recurring Costs	Monthly	Annual
Monthly Lease and Usage Expense (Average)	$8,033.51	$96,402.12
Dedicated Circuit for VoIP Traffic	$833.33	$10,000.00
Total Recurring Costs	$2,557.50	$106,402.12

Information Technology contacted several telephone vendors and requested technology performance demonstrations and budgetary pricing to replace the current hosted solution. Verteks Consulting, Inc. is an approved re-seller and installer of the ShoreTel phone system and was the only provider who could demonstrate the ability to meet all the City's needs. Below is a breakdown of the proposed phone system and additional related costs that contribute to the total cost of the telephone system.

New Phone System One-Time Expenses

ShoreTel Phone System	$169.632.64
Five9 Cloud Contact Center Platform	$7,030.00
Total One-Time Expenses	$176,662.64

New Phone System Maintenance (Every 3 Years)

ShoreTel Phone System Maintenance	$33,317.70
Total Maintenance	$33,317.50

New Phone System Recurring Costs **(Budgeting March-Sept)**

	Monthly	Annually
Five9 Cloud Contact Center Subscription	$1,565.00	$18,780.00
FLHSI SIP Channels (50)	$982.50	$11,790.00
Total Recurring Costs	$2,547.50	$30,690.00

Based on the expenses outlined above, the breakeven return on investment for the proposed new phone system would be 34 months after the initial purchase. After breakeven, the City would enjoy annual operating savings of $67,545.50 per year for the remainder of the useful life of the phone system.

Information Technology has evaluated several different manufacturers and vendors to find the best solution to meet the City's unique needs. The proposal from Verteks Consulting, Inc. provides a complete solution that includes hardware, software, maintenance services, technical support, voicemail, faxing, conference bridges, softphones, mobility features, and a cloud based contact center platform. Florida High Speed Internet is in the unique position to be able to deliver SIP calling paths directly over the City's fiber optic network due to our existing public/private partnership approved by Council earlier this year. This fiber based delivery of SIP channels will ensure a very high-level quality of service and availability. The proposed phone system is currently in use in a number of local government service organizations to include the St. John's Water Management District and the City of Clermont.

In addition to a new IP based phone system, a number of contact call center software providers for utility billing customer service were evaluated. Both members from the City's IT staff and customer service utility billing evaluated various software providers to determine the best software for our needs. In addition to the evaluation of software, demonstrations were conducted and the Five9 Cloud Contact Center Software was selected based on the flexibility and ability to accommodate all the customer service needs. The Five9 cloud based software is widely used in call centers and will improve the efficiency and management of the division resulting in an improved customer service experience.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability, Goal 1, Objective 1, 1.1(d): A one-time capital investment in the equipment necessary to own and operate the City's telephone communications network is estimated to result in a return on investment vs. the existing system in less than 3 years as well as provide improved up-time and service response.

BUDGETARY IMPACT:

Budgeted? Insufficient

Source of Funds:

powered by Legistar™

Budgeted:
Operating 421-4020-536.52-00 - $3,288
Operating 421-4120-536.52-00 - $1,998
Operating 421-4125-536.52-00 - 1,290

Transfer From:
General Fund Contingency 001-1600-513.39-00 - $167,505
Rental/Leases 001-1103-516.44-00 - $43,435
Repairs & Maintenance 421-4025-536.46-00 -$10,368

Total: $227,884

Budgeted:
Operating 421-4020-536.52-00 - $3,288
Operating 421-4120-536.52-00 - $1,998
Operating 421-4125-536.52-00 - 1,290

Transfer To:
Operating 001-1103-516.52-00 - $131,724
Repairs & Maintenance 001-1103-516.46-00 - $33,318
Contract Services 001-1103-516.34-00 - $38,950
Communication 001-1103-516.41-00 - $6,948
Operating 421-4025-536.52-00 -$10,368

Total: $227,884

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5738843&GUID=D14BFD3A-CFDB-4745-83BF-8E6D901DFA50* is a secure document that has been embedded in this document. Double click the pushpin to view.



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STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR627

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

ShoreTel Inc.		
Name		
960 Stewart Dr		
Address		
Sunnyvale	CA	94085
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Holly Davis Phone #408-900-1195 Fax # 408-900-1195 Email hdavis@shoretel.com
Federal Tax ID# 770443568 Vendor #VC0000182077 Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

ShoreTel Inc. is authorized to provide equipment and services in the following categories:
5.3.0 Unified Communications.

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. PRICING AS PER THE ATTACHMENT C
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: WSCA-NASPO Standard Contract Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013, and Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's Signature — Date: 3/14/14

Type or Print Name and Title: Shane Harper Director, Vertical Programs

STATE OF UTAH

Kent D Beers — Director, Div. of Purchasing & General Svs. — Date: 3/17/14

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:
The Master Agreement shall consist of the following documents:
1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. 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. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

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

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

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

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity 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 Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating 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 Participating Entity's request, Contractor shall turn over to Participating 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.
5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. 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. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or
ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against 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
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 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.
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 Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. 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.

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

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

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

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

15. INSURANCE 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 Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

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

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

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. 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 a Lead State or a Participating Entity, be a waiver by the Participating Entity 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.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating 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.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

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

22.PAYMENT Payment for completion of a contract order 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. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

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

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25.REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests.Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

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

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. **WSCA-NASPO eMARKET CENTER** Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

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.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

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.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:
The Master Agreement shall consist of the following documents:
1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. 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. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

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

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

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

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity 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 Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating 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 Participating Entity's request, Contractor shall turn over to Participating 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.
5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. 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. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or
ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against 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
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 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.
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 Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. 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.

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

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

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

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

15. INSURANCE 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 Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

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

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

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. 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 a Lead State or a Participating Entity, be a waiver by the Participating Entity 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.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating 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.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

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

22.PAYMENT Payment for completion of a contract order 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. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

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

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25.REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests.Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

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

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. **WSCA-NASPO eMARKET CENTER** Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

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.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

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.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT B:

SHORETEL STATEMENT OF WORK

Categories authorized under this contract:

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

High Availability for Call Processing

Hardware Platform High Availability

Network Connectivity High Availability

Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

Support for analog, digital, and IP endpoints

Centralized Management

Provide basic hunt group and call queuing capabilities

Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone

E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone

Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact

handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

Attendant Consoles

IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to "dial in" and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

a. Access control systems

b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.

c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage

d. Building and energy controls

STATE OF UTAH CONTRACT NUMBER – AR627

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: **ShoreTel**

RFP Product Categories:	**Minimum Discount Percentage:**
5.3.0 UNIFIED COMMUNICATIONS (UC)	**Discount % 35**

Current ShoreTel Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

SHORETEL PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contract price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.025%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NAPOS via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories.

Florida High Speed Internet
1311 Bedford Drive
Melbourne, FL 32940
(877)804-3001
QB@flhsi.com
http://flhsi.com

ESTIMATE

ADDRESS
City of Cocoa IT
65 Stone Street
Cocoa, FL 32922

ESTIMATE # 4970
DATE 01/09/2018
EXPIRATION DATE 02/09/2018

ACCOUNT NUMBER

ACTIVITY	QTY	RATE	AMOUNT
Commercial Telephone Service:Telephone - SIP Commercial Telephone Service - SIP (Phone service delivered via SIP to provide unlimited local calling, flat rate long distance to US. Service. No gateway device to convert to analog needed) - PD lines	25	18.00	450.00
Commercial Telephone Service:Telephone - SIP Commercial Telephone Service - SIP (Phone service delivered via SIP to provide unlimited local calling, flat rate long distance to US. Service. No gateway device to convert to analog needed) - City Hall	25	18.00	450.00
Telephone Line Fees Telephone Line Fees (per registered E-911 designated DID) ***See Terms & Conditions regarding E-911 Services	10	1.25	12.50
Commercial Telephone Service Commercial Telephone Service - Additional DIDs	350	0.20	70.00
Note **NOTE** Porting charges WAIVED, set-up fees WAIVED. International calling at rate deck charges.	1	0.00	0.00

Please sign & date this estimate below and return via email to QB@flhsi.com or fax to 888-306-7172.

TOTAL **$982.50**

If you have any questions or would like to discuss this estimate please contact our sales department @ 877-804-3001 opt. 1

Accepted By

Accepted Date

Use of service subject to Terms and Conditions found at: FLHSI.com | Taxable items are subject to sales or CST tax. See flhsi.com/terms/tax/ for tax rates

NASPO PARTICIPATING STATES	PARTNER NAME
GOV NASPO (WSCA) Arkansas	CDW Logistics Inc
GOV NASPO (WSCA) Arkansas	IK Network Solutions
GOV NASPO (WSCA) Arkansas	TeleComp
GOV NASPO (WSCA) Arkansas	Windstream Supply LLC
GOV NASPO (WSCA) California	3GC Group
GOV NASPO (WSCA) California	CDW Logistics Inc
GOV NASPO (WSCA) California	CIO Solutions Inc
GOV NASPO (WSCA) California	Global CTI Group
GOV NASPO (WSCA) California	Inflow Communications, Inc.
GOV NASPO (WSCA) California	InhouseIT - US
GOV NASPO (WSCA) California	Intelesys One
GOV NASPO (WSCA) California	KTS Network Solutions/Revolution Data Network
GOV NASPO (WSCA) California	LANAIR Group LLC
GOV NASPO (WSCA) California	Pacific States Communications of Nevada Inc
GOV NASPO (WSCA) California	Starnet Data Design, Inc.
GOV NASPO (WSCA) California	Terrapin Technology Group Inc
GOV NASPO (WSCA) California	TOTLCOM Inc
GOV NASPO (WSCA) California	Vology Data Systems
GOV NASPO (WSCA) California	Windstream Supply LLC
GOV NASPO (WSCA) California	Xtelesis
GOV NASPO (WSCA) Florida	Black Box - Florida
GOV NASPO (WSCA) Florida	CDW Logistics Inc
GOV NASPO (WSCA) Florida	Communication Planning Corporation
GOV NASPO (WSCA) Florida	IPC Technologies
GOV NASPO (WSCA) Florida	PCM Networking aka PC Mechanics Inc
GOV NASPO (WSCA) Florida	Synergetics DCS Inc
GOV NASPO (WSCA) Florida	Teleswitch
GOV NASPO (WSCA) Florida	Verteks Consulting Inc
GOV NASPO (WSCA) Florida	Vology Data Systems
GOV NASPO (WSCA) Hawaii	CDW Logistics Inc
GOV NASPO (WSCA) Hawaii	Integrated ComTel Inc
GOV NASPO (WSCA) Hawaii	Windstream Supply LLC
GOV NASPO (WSCA) Iowa	CEC aka Communications Engineering Company
GOV NASPO (WSCA) Iowa	Yellow Dog Networks Inc aka Pangea Networks LLC
GOV NASPO (WSCA) Kansas	JMA Information Technology (US)
GOV NASPO (WSCA) Kansas	Windstream Supply LLC
GOV NASPO (WSCA) Kansas	Yellow Dog Networks Inc aka Pangea Networks LLC
GOV NASPO (WSCA) Louisiana	Black Box Network Services
GOV NASPO (WSCA) Louisiana	Comm Tech
GOV NASPO (WSCA) Louisiana	DataComm Networks
GOV NASPO (WSCA) Louisiana	Electrical Sales Corporation
GOV NASPO (WSCA) Louisiana	General Informatics
GOV NASPO (WSCA) Louisiana	SoluVista
GOV NASPO (WSCA) Missouri	Business Communication Specialists
GOV NASPO (WSCA) Missouri	CDW Logistics Inc

GOV NASPO (WSCA) Missouri	CMS Communications Inc
GOV NASPO (WSCA) Missouri	EPS Networks
GOV NASPO (WSCA) Missouri	JMA Information Technology (US)
GOV NASPO (WSCA) Missouri	Karpel Solutions
GOV NASPO (WSCA) Missouri	Windstream Supply LLC
GOV NASPO (WSCA) Missouri	Yellow Dog Networks Inc aka Pangea Networks LLC
GOV NASPO (WSCA) Nevada	CDW Logistics Inc
GOV NASPO (WSCA) Nevada	Comworx Inc
GOV NASPO (WSCA) Nevada	Pacific States Communications of Nevada Inc
GOV NASPO (WSCA) Nevada	Windstream Supply LLC
GOV NASPO (WSCA) New Jersey	CDW Logistics Inc
GOV NASPO (WSCA) New Jersey	Comm Solutions Company
GOV NASPO (WSCA) New Jersey	Eastern Datacomm Inc
GOV NASPO (WSCA) New Jersey	The Breaker Group Inc
GOV NASPO (WSCA) New Jersey	Windstream Supply LLC
GOV NASPO (WSCA) Oklahoma	CDW Logistics Inc
GOV NASPO (WSCA) Oklahoma	Peak UpTime
GOV NASPO (WSCA) Oklahoma	Pioneer Telephone Cooperative Inc
GOV NASPO (WSCA) Oklahoma	TeleComp
GOV NASPO (WSCA) Oklahoma	Interworks
GOV NASPO (WSCA) Oklahoma	United Systems Inc
GOV NASPO (WSCA) South Dakota	High Point Networks Inc
GOV NASPO (WSCA) Utah	CDW Logistics Inc
GOV NASPO (WSCA) Utah	CenturyLink Inc
GOV NASPO (WSCA) Utah	Right! Systems Inc
GOV NASPO (WSCA) Utah	Rocky Mountain Voice and Data dba Valcom
GOV NASPO (WSCA) Utah	Windstream Supply LLC
GOV NASPO (WSCA) Utah	Xtelesis
GOV NASPO (WSCA) Washington	Access Telcom Inc
GOV NASPO (WSCA) Washington	All Phase Communications
GOV NASPO (WSCA) Washington	CDW Logistics Inc
GOV NASPO (WSCA) Washington	Matrix Networks aka Matrix Communications Corporation
GOV NASPO (WSCA) Washington	Right! Systems Inc
GOV NASPO (WSCA) Washington	Structured Communication Systems Inc
GOV NASPO (WSCA) Washington	Tri Tec Communications, Inc.
GOV NASPO (WSCA) Washington	Windstream Supply LLC

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City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1103 | DATE PREPARED: 01/16/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 43,435)	001-1103-516.44-00		RENTALS AND LEASES	$ 133,000	$ 160,590	$ 117,155	$ 0
($ 167,505)	001-1600-513.39-00		CONTINGENCY	$ 309,476	$ 219,036	$ 51,531	$ 27,171
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 210,940)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 131,724	001-1103-516.52-00		OPERATING SUPPLIES	$ 308,420	$ 320,654	$ 452,378	$ 24,088
$ 33,318	001-1103-516.46-00		REPAIRS & MAINTENANCE	$ 369,344	$ 369,344	$ 402,662	$ 134,205
$ 38,950	001-1103-516.34-00		CONTRACT SERVICES	$ 261,755	$ 261,755	$ 300,705	$ 363,077
$ 6,948	001-1103-516.41-00		COMMUNICATION	$ 57,513	$ 57,513	$ 64,461	$ 10,922
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 210,940	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Budget Transfer is to support the purchase of a new phone system for the City. The current solution has proven to be unreliable at times and the City will realize a break even return on investment within 35 months of purchasing the new phone system. The new system will be housed in-house and supported by the City's IT Division. Agenda #18-008

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/23/18 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

1/16/18 Robert Beach Digitally signed by Robert Beach Date: 2018.01.16 15:49:52 -05'00'	1/16/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.01.16 16:06:26 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/16/18 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=...@cocoafl.org Date: 2018.01.16 15:52:00 -05'00'	1/16/18 Lora Howell Digitally signed by Lora Howell Date: 2018.01.16 16:09:44 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 01/16/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 10,368)	421-4025-536.46-00		REPAIRS & MAINTENANCE	$ 3,564,306	$ 4,574,540	$ 4,564,172	$ 2,362,891
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 10,368)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,368	421-4025-536.52-00		OPERATING SUPPLIES	$ 136,920	$ 136,220	$ 146,588	$ 93,035
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 10,368	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of the ShareTel phones. It includes 36 phones and 3 Conference phone.
Agenda 18-008

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/23/18 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

1/17/18	John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2018.01.17 11:58:08 -05'00'	1/17/18	Lora Howell — Digitally signed by Lora Howell Date: 2018.01.17 13:14:51 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/17/18	John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2018.01.17 11:58:24 -05'00'	1/17/18	Lora Howell — Digitally signed by Lora Howell Date: 2018.01.17 13:15:08 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Robert Beach

From: Ray Corriveau <rcorriveau@artemisit.com>
Sent: Monday, January 15, 2018 4:34 PM
To: Robert Beach
Subject: SIP Trunk Info
Attachments: SMARTdial - SIP trunking brochure.pptx

Happy New Year, Rob.

Here's information on our SIP trunking. Please see attached and below:

SIP Trunk: One call session	Monthly	$21.99
DID non port: Native number	Monthly	$0.75
DID w/port: Porting an existing number	Monthly	$0.97
Toll Free number: (usage: $0.02 per minute)	Monthly	$3.75
E911 Registration: (One required per location)	Monthly	$1.99

Would you be available to discuss this and phone systems with our voice guru, Gus Beltran, sometimes soon? Please let me know.

Thank you,

Ray Corriveau
VP Business Development

Office: 321-757-8909
Direct: 321-205-1826
Cell: 321-750-3424
Fax: 321-254-3841
www.ArtemisIT.com

Mitel
Powering connections

Mitel SIP Proposal for:

COCOA
FLORIDA

Date: 12.15.17

Prepared by: Duane Dyar



Mitel
Powering connections

Dear Mr. Beach:

On behalf of Mitel, I'd like to thank you for the opportunity to provide this proposal to the City of Cocoa. We believe this proposal will reflect the industry leadership and advanced technologies required to exceed your organization's expectations.

Please note that more detailed and final pricing will be provided in a future Statement of Work should you elect to move forward with Mitel.

Mitel is ready to deliver the solutions that are right for the City of Cocoa today, tomorrow and for the future. I appreciate your consideration and look forward to continuing our conversation.

Best regards,

DUANE DYAR
National Solutions Architect
duane.dyar@Mitel.com
+1 (512) 551-7366
www.Mitel.com
1610 N. 2nd St. Suite 101
Milwaukee, WI 53212



Mitel
Powering connections

Proposed Investment

Customer:	City of Cocoa
Proposal Date:	12/15/17
Proposal Expires:	1/14/18
ShoreTel Representatiive:	Duane Dyar

ShoreTel SIP Proposed Investment - 3 Year Term

Item	Quantity	Per Unit	Monthly Total	One-Time & Installation Costs
US Domestic DID Porting Fee	10	$7.50		$75.00
US Domestic DID (including E-911)	4	$3.00	$12.00	
US Domestic DID (non-911)	10	$2.00	$20.00	
US Domestic Toll Free Number	0	$2.00	$0.00	
Inbound Minutes (US Domestic)	0	$0.02	$0.00	OVERAGES*
Inbound Toll-Free Minutes (US Domestic)	0	$0.02	$0.00	
Outbound Minutes (US Domestic)	0	$0.02	$0.00	OVERAGES*
ShoreTel SIP Channel (includes 1,000 inbound/outbound minutes) US 48 Non-Toll Free	50	$15.00	$750.00	
International Rates		Rate Card		
Enter Service Address 1 Here				
Over the Top - Customer Provided Internet*			$0.00	$0.00
Minimum Monthly Commit of $780.00			**One-Time Total:**	$75.00
			Recurring Total:	$782.00

* Customer will be charged $0.02 per minute for inbound and outbound US48 non-Toll Free calling if exceeding the monthly pooled allotment of minutes.

** Mitel utilizes ADTRAN equipment to extend our network directly to your facility with a purchased DVC. The ADTRAN devices are configured to be a secure border between your private network and the Mitel voice infrastructure. As such, one port of the device will be connected to the Dedicated Voice Circuit and another will be connected to your customer network. During the ordering process, you will provide Mitel with the IP address and routing information necessary for the CPE to communicate on your private network. The device will be preconfigured and shipped directly to you. A standard ADTRAN configuration will hand off a full-duplex 100base-TX port to the customer network. If you require a different connection type, please let your Mitel account manager know during the ordering process.

*** Note: All pricing in U.S. Dollars. Pricing provided as an estimate only. Final pricing and payment terms will be provided in a SIP Services Agreement and Work Order.

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Mitel SIP Overview

Mitel SIP delivers high quality, reliable voice services backed by our carrier-class network. Our large, global footprint provides extensive coverage and clear call quality making it ideal for multi-national businesses. With Mitel reliability you can reduce costs, improve business continuity and support growth while keeping your current onsite or hybrid phone system thus maximizing your investments.

Mitel SIP provides the following key benefits:

- Immediate savings
- On-demand scalability
- Usage-based pricing
- No long-term contracts
- Unlimited concurrent calls
- Carrier-class network
- Connects to your current phone system

Mitel SIP features:

- Local, long distance and toll-free calling
- International calling
- Outbound CNAM support
- Number porting
- G.711, G.729 and T.38 codecs
- ITFS coverage in 113 countries and DIDs in 60 countries
- IP Protocol support
- Signaling fields
- Caller ID
- Diversion headers

Mitel Network Overview

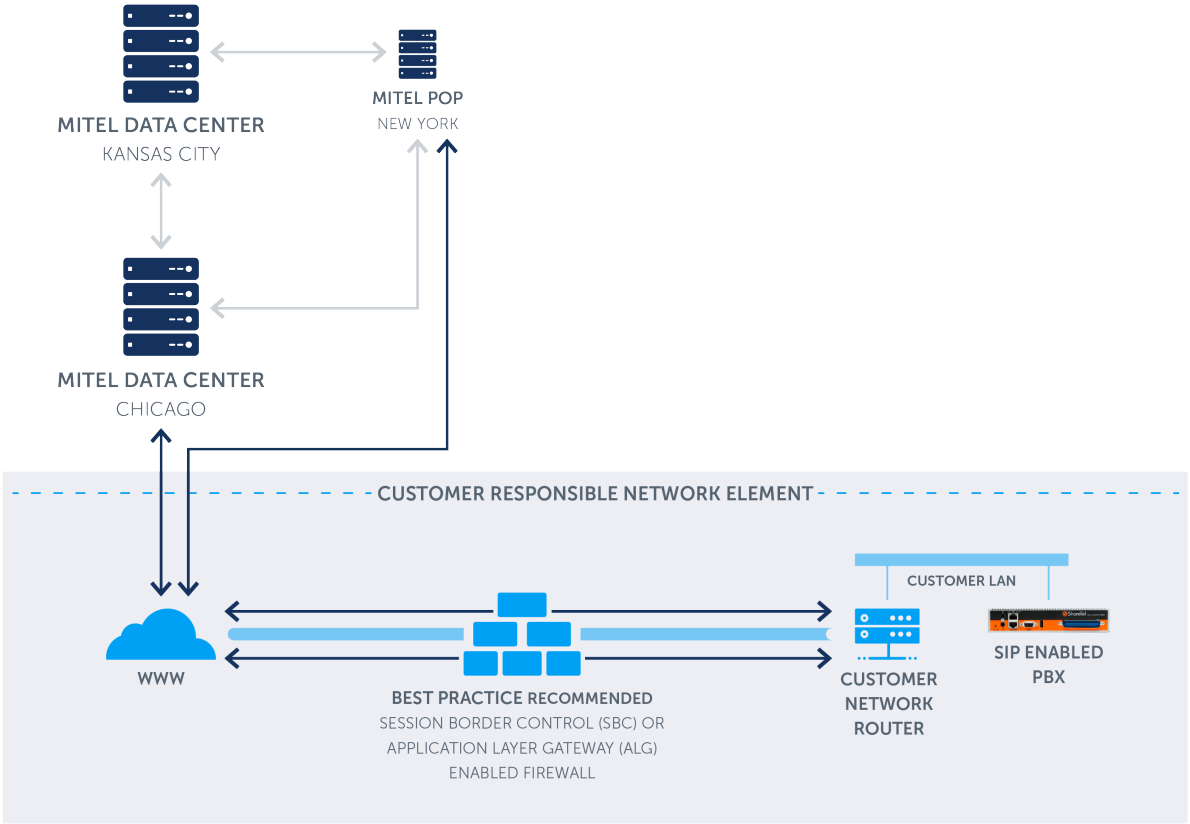
Mitel SIP's carrier-class network delivers the best the cloud has to offer – excellent voice quality, reduced latency, unlimited scalability and uptime you can rely on. We help companies of all sizes upgrade their telecom experience while ensuring business continuity.

Mitel
Powering connections

Mitel key network features include:

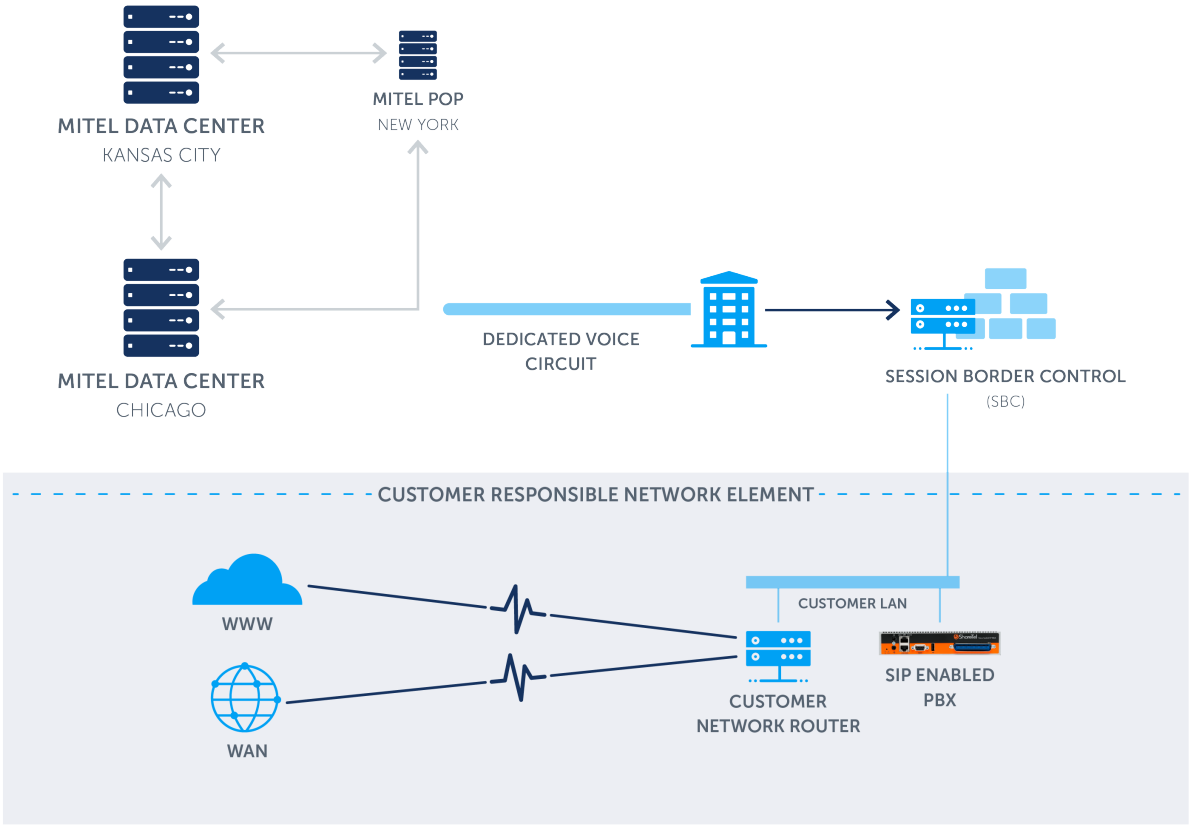
- Enterprise-level Quality of Service (QoS)
- Built on industry-leading Sonus equipment
- Fully redundant active-active data centers, plus multiple Points of Presence (POPs)
- Connectivity to multiple Tier 1 Internet and Tier 1 telecom carriers

Mitel SIP Trunks Over the Top (OTT) - Customer Provided Internet



Mitel
Powering connections

Mitel SIP Dedicated Voice Circuit (DVC)



Legislation Details (With Text)

File #:	18-24	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	1/12/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	Approval of Resolution #2018-003 waiving the competitive bidding process by reason of sole source for the procurement of professional services of Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa, and approval of Resolution #2018-004 amending the Fiscal Year 2018 Budget, through the use of General Fund Contingency. Approval of contract effective January 1, 2018 through December 30, 2018 with authorization for the City Manager to finalize and execute contract for services approved by the City Attorney. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY2018-004 Sole Source Resolution 2018.doc BAF-AS-Alcalde and Fay (1-23-18)~Agenda 18-024 - FY18.pdf Cocoa Contract 2018 (Revised 1.16.17)(CLEAN)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 12, 2018
Agenda Date: January 23, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approval of Resolution #2018-003 waiving the competitive bidding process by reason of sole source for the procurement of professional services of Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa, and approval of Resolution #2018-004 amending the Fiscal Year 2018 Budget, through the use of General Fund Contingency. Approval of contract effective January 1, 2018 through December 30, 2018 with authorization for the City Manager to finalize and execute contract for services approved by the City Attorney.

BACKGROUND:

The City of Cocoa has utilized the services of Alcalde & Fay, LTD for various federal lobbying services since 2005. The City has had a long standing relationship with them, however, in September, 2017 the City terminated its contract due to continued rising costs.

An agenda item was brought to City Council at the December 12, 2017 Council Meeting to discuss the services and past performance of Alcalde & Fay. In summary, their organization acts on behalf of

the City to secure federal funding opportunities, assists in developing strategies that promote Council's goals, and advocates City interests to United States legislative figures.

Alcalde & Fay's advocacy on behalf of Cocoa has resulted in the following funding awards:

$600,000 reconstruction of Dixon Boulevard (Earmark Appropriation)
$400,000 extension of Industry Road (Earmark Appropriation)
$37,299 Energy Efficient Retrofit Project under Florida Agriculture & Consumer Services grant - total project w/match - $75,000

Total federal funding: **$1,037,299**

In addition to the above, they have reviewed certain grant applications on behalf of the City prior to submittal.

Immediately following the impacts of Hurricane Irma, the City reached out to Alcalde & Fay for assistance in providing advocacy services regarding FEMA declaration and coordinating and advocating the City's concerns with the City's federal delegation.

In 2018, it is expected the 115th Congress, 2nd Session will consider an infrastructure bill to provide for investments in road, bridge, water, power, internet, and other "infrastructure." Additionally, there may be supplemental disaster assistance and pre-disaster mitigation legislation along with economic development initiatives to support manufacturing, small business, and job training.

The annual costs for Alcalde & Fay's services is $24,000 plus de minimis administrative expenses. Since this expense was not budgeted in the FY18 budget, a budget transfer is required for the budget resolution. The City is invoiced monthly at $2,000 per month.

City staff is seeking approval as a sole source due to the fact that the services to be provided by Alcade & Fay are specialized professional services and Alcalde and Fay has successfully provided these services to the City of Cocoa in the past and Alcade & Fay already understands the community needs.

The proposed contract is a multi-year contract because the term covers portions of two successive City fiscal years from January 1, 2018 to December 30, 2018. The Council will not only have to make a budget adjustment for this fiscal year through September 30, 2018, but Council may need to budget funds next fiscal year to cover at least the time period between October 1, 2018 and December 30, 2018 unless the contract is terminated.

A proposed contract is attached and is substantially complete subject only to the City Manager's final review and approval.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - additional financial resources through federal support would reduce the reliance on local revenue sources for capital projects/equipment.

BUDGETARY IMPACT:

Budgeted No

Source of Funds: General Fund Contingency 001-1600-513.39-00

Amount Requested	$24,360
Account Number	001-1600-513-31.00
Account Name	Professional Services

PREVIOUS ACTION:

The City previously contracted with Alcade & Fay, LTD since 2005. However, based on the consensus of the City Council at a priorities budget workshop, the contract was terminated effective at the end of FY2017. At a Regular City Council meeting held on December 12, 2017, City Council provided direction to staff to establish a new agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD.

RECOMMENDED MOTION:

Approval of Resolution #2018-003 waiving the competitive bidding process by reason of sole source for the procurement of professional services of Alcalde & Fay, LTD for federal lobbying services on behalf of the City of Cocoa, and approval of Resolution #2018-004 amending the Fiscal Year 2018 budget, through the use of General Fund Contingency. Authorization for the City Manager to finalize and execute contract for services approved by the City Attorney effective January 1, 2018 through December 30, 2018.

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RESOLUTION NO. 2018-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23 day of January, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 01/12/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 24,360)	001-1600-513.39-00		Contingency	$ 309,476	$ 219,036	$ 194,676	$ 194,676
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 24,360)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 24,360	001-1600-513.31-00		Professional Services	$ 147,730	$ 147,730	$ 172,090	$ 77,785
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 24,360	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Federal lobbying services were not budgeted for FY18. City Council has requested Staff to reinitialize the lobbying services, which resultes in a budget transfer from contingency. This is pending City Council approval at the January 23, 2018 Meeting.
Agenda #18-024

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) | DATE APPROVED: 01/23/18 | RESOLUTION #:

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

1/12/18 Tammy Gemmati (Digitally signed by Tammy Gemmati)	1/16/18 Lea Taylor (Digitally signed by Lea Taylor Date: 2018.01.16 10:18:27 -05'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/16/18 Tammy Gemmati (Digitally signed by Tammy Gemmati)	1/16/18 Lora Howell (Digitally signed by Lora Howell Date: 2018.01.16 11:38:58 -05'00')	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/20/17 - IT

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF COCOA AND
ALCALDE AND FAY, LTD.

The following is an agreement between the City of Cocoa, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as 'CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation infrastructure, water resources, housing and Federal grant programs; and

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with public works, transportation infrastructure, water resources, housing and Federal grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on public works, transportation infrastructure, water resources, housing and Federal grant programs, including but not limited to:

1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, water resources and housing programs.
2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;
3. Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
4. Maintaining direct and frequent contact with key United States Senators and Representatives;
5. Advocating CITY interests during the United States legislative and regulatory process;
6. Providing the CITY with a written report of activities and attending CITY meetings upon the CITY'S written request.

B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall not exceed $2,000.00 per month. CONTRACTOR shall submit the monthly $2000.00 fee invoice at the first of each month, beginning on January 1, 2018. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the City Manager.

C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have Maurice Kurland, Jim Davenport and L.A. "Skip" Bafalis, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.

C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: Mr. John Titkanich
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. TERM OF AGREEMENT: This Agreement shall become effective on January 1, 2018 and end on December 31, 2018, and may be terminated by either party with or without cause, upon 30 days written notice of termination delivered to the other party. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement. The parties may renew this Agreement in additional one (1) year increments by mutual written agreement.

F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

G. PUBLIC RECORD: Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, CONTRACTOR agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of CONTRACTOR related, directly or indirectly,

to the services provided to the CITY under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CITY, may be deemed to be a public record, whether in the possession or control of the CITY or CONTRACTOR. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of CONTRACTOR are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CITY's designated custodian of public records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

CONTRACTOR is required to and agrees to comply with public records laws. CONTRACTOR shall keep and maintain all public records required by the CITY to perform the services as agreed to herein. CONTRACTOR shall provide the CITY, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost, all public records in possession of the CONTRACTOR, provided the transfer is requested in writing by the City Clerk. Upon such transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, CONTRACTOR shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY. Should the CITY not possess public records relating to this Agreement which are requested to be inspected or copied by the CITY or any other person, the CITY shall immediately notify CONTRACTOR of the request and CONTRACTOR shall then provide such records to the CITY or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR does not comply with a public records request, the CITY may enforce this Section to the extent permitted by law. CONTRACTOR acknowledges that if CONTRACTOR does not provide the public records to the CITY within a reasonable time, the CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes. CONTRACTOR acknowledges that if a civil action is filed against CONTRACTOR to compel production of public records relating to this Agreement, the court may assess and award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of CONTRACTOR, be open and freely exhibited to the CITY for the purpose of examination, audit, or otherwise. Failure by CONTRACTOR to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the CITY must enforce this Section, or the CITY suffers a third party award of attorney's fees and/or damages for

violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the CITY shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the CITY, for enforcing this Section against CONTRACTOR. And, if applicable, the CITY shall also be entitled to reimbursement of all attorneys' fees and damages which the CITY had to pay a third party because of CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the City of Cocoa. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, each party shall bear their own attorney's fees and costs. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Brevard County.

J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

K. SOVEREIGN IMMUNITY. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

L. INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officials, employees, and city attorneys from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of CONTRACTOR or any person employed by CONTRACTOR, or anyone whose acts CONTRACTOR may be liable, excepting those acts or omissions arising out of the sole negligence of the CITY.

M. CONFLICT OF INTEREST. Both the CITY and the CONTRACTOR shall use their best efforts to identify and notify each other of any potential conflicts of interests between the CITY and any other client of CONTRACTOR. The CONTRACTOR shall notify the CITY in writing of any new potential clients that may conflict with this Agreement during the term of this Agreement. Should a conflict of interest arise between the CONTRACTOR and any other potential client, the CITY may terminate this Agreement or request that the CONTRACTOR not contract with the potential client. The CONTRACTOR will not attempt to represent both the CITY and another client in any substantially related matter in which the representative of the other client has a material and actual adverse financial or legislative effect on the CITY.

N. MISCELLANEOUS. CONTRACTOR shall promptly observe and comply with applicable provisions of all federal, state, and local laws, rules and regulations which govern or apply to the

services rendered by the CONTRACTOR hereunder including, but not limited to, licensing and lobbying requirements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____,

ATTEST:

CITY OF COCOA

By: _____
Henry U. Parrish III, Mayor

_____
Carie Shealy, MMC, City Clerk

WITNESSES:

ALCALDE AND FAY, LTD.

_____

By: _____

_____

Legislation Details (With Text)

File #:	18-5	**Version:**	1	**Name:**	December, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/2/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 12/31/2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.17 thru 12.31.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	January 2, 2018
Agenda Date:	January 23, 2018
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 12/31/2017**.**

BACKGROUND:

The following reports for the period October 01, 2017 through December 31, 2017 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

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None. Information only.

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Purchase Order Approvals 10-01-17 thru 12-31-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 32

City Manager = 15

City of Cocoa CRA Board = 0

City Council = 17

Purchase Order Approvals 10-01-17 thru 12-31-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71270	10/12/2017	Reiss Engineering Inc.	$ 42,029.00	10/10/2017	John A. Titkanich, Jr. AICP
71494	10/25/2017	Sunstate Meter & Supply	$ 41,616.00	10/25/2017	John A. Titkanich, Jr. AICP
71536	10/27/2017	Ring Power Corporation	$ 39,825.00	10/26/2017	John A. Titkanich, Jr. AICP
71544	10/30/2017	Insource Software	$ 40,833.01	10/27/2017	Matthew J. Fuhrer (Acting)
71548	10/30/2017	Environmental PR Group	$ 48,250.00	10/27/2017	Matthew J. Fuhrer (Acting)
71606	11/3/2017	DG4S Secure Solutions	$ 49,567.00	11/3/2017	Matthew J. Fuhrer (Acting)
71618	11/8/2017	Mead & Hunt, Inc.	$ 49,440.00	11/7/2017	John A. Titkanich, Jr. AICP
71662	11/13/2017	Sunstate Meter & Supply	$ 49,881.60	11/13/2017	John A. Titkanich, Jr. AICP
71699	11/20/2017	Garganese, Weiss & D'Agresta	$ 35,000.00	11/17/2017	John A. Titkanich, Jr. AICP
71709	11/21/2017	Physio Control Inc.	$ 43,018.28	11/21/2017	Matthew J. Fuhrer (Acting)
71712	11/21/2017	JJ Designs & Construction	$ 45,000.00	11/21/2017	Matthew J. Fuhrer (Acting)
71760	11/29/2017	Garganese, Weiss & D'Agresta	$ 50,000.00	11/28/2017	Matthew J. Fuhrer (Acting)
71789	12/5/2017	Infrastructure Solutions Service	$ 35,970.00	12/4/2017	John A. Titkanich, Jr. AICP
71923	12/20/2017	Southeastern Surveying	$ 38,093.00	12/20/2017	John A. Titkanich, Jr. AICP
71929	12/20/2017	Ricoh USA, Inc.	$ 41,000.00	12/20/2017	John A. Titkanich, Jr. AICP

15 **Purchase Order Approved by City Manager**

Prepared by Purchasing 1/2/2018

Purchase Order Approvals 10-01-17 thru 12-31-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 **Purchase Order Approved by CRA**

Prepared by Purchasing 1/2/2018

Purchase Order Approvals 10-01-17 thru 12-31-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71127	10/4/2017	Florida Power & Light Miami	$ 37,400.00	9/26/2017	City Council
71226	10/10/2017	Mayer Electric Supply Company	$ 45,811.00	2/28/2017	City Council
71228	10/10/2017	Mayer Electric Supply Company	$ 47,207.00	2/28/2017	City Council
71243	10/11/2017	Industrial Chemicals Inc.	$ 35,200.00	9/26/2017	City Council
71262	10/11/2017	Cutwater Asset Management	$ 37,500.00	3/9/2010	City Council
71267	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71268	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71371	10/18/2017	Brev Cty Bd of Cty Comm	$ 45,000.00	10/25/2016	City Council
71497	10/25/2017	Florida High Speed Internet	$ 49,250.00	10/10/2017	City Council
71551	10/30/2017	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
71603	11/3/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71613	11/7/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71619	11/8/2017	Bussen Mayer Engineering	$ 41,336.00	3/28/2017	City Council
71620	11/8/2017	Axon Enterprises, Inc.	$ 46,515.05	10/24/2017	City Council
71897	12/19/2017	JoBear Contracting Inc.	$ 35,198.80	12/12/2017	City Council
71902	12/19/2017	Flowers Chemical Laboratories	$ 35,818.00	12/12/2017	City Council
71918	12/20/2017	Beck Auto Sales, Inc.	$ 40,317.62	12/12/2017	City Council

17 **Purchase Order Approved by City Council**

Prepared by Purchasing 1/2/2018

Legislation Details (With Text)

File #:	18-7	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/8/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	2017 Fire Incident Summary Report. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Incident Summary Report 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2018
Agenda Date: January 23, 2018
Prepared By: Jonathan D. Lamm, Deputy Chief
Through: Gene Prince, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

2017 Fire Incident Summary Report

STRATEGIC PLAN CONNECTION:

Public Safety: Enhancing public awareness to the calls for service provided by the Cocoa Fire Rescue Department for 2017.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

Informational Only

RECOMMENDED MOTION:

None

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Fire Incident Summary Report

Print Date/Time: 01/08/2018 08:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 12/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	138	**EMS:**	3667	**Unknown:**	382	**All**	5370	
Average Calls per Day	**Fire:**	0.38	**EMS:**	10.07	**All:**	14.75			
Total Number of Arson Calls	**All:**	13							
Estimated Dollar Loss	**Fire:**	$1,098,150.00	**Other:**	$300.00	**All:**	$1,098,450.00	**Arson:**	$0.00	
Estimated Value	**Fire:**	$2,008,800.00	**Other:**	$0.00	**All:**	$2,008,800.00	**Arson:**	$0.00	
Percentage Saved	**Fire:**	4,500.00%	**Other:**	0.00%	**All:**	4,500.00%	**Arson:**	0.00%	
Total Injuries	**Fire Service:**	1	**Civilian Fire:**	2	**EMS:**	0	**Arson:**	0	
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0			
Total Apparatus Responses	**All:**	6422							
Average Responses per Day	**All:**	14.75							
Average Apparatus per Call	**Fire:**	2.87	**EMS:**	1.12	**All:**	1.20			
Average Turnout Time	**All:**	00:06:50							
Average Response Time	**All:**	00:04:55							
Average Contain Time	**All:**	00:17:02							
Average Total Time	**All:**	00:16:15							
Average Personnel per Call	**Fire:**	6.06	**EMS:**	3.17	**All:**	3.18			
Total Aid Given Calls	**All:**	668							
Total Aid Received Calls	**All:**	62							

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	138	00:07:13	29
200 - 299 Overpressure rupture, explosion, overheat - No fire	2	00:05:44	0
300 - 399 Rescue AND Emergency Medical Service incidents	3667	00:04:38	383
400 - 499 Hazardous Conditions(No Fire)	80	00:04:45	11
500 - 599 Service Call	213	00:05:53	21
600 - 699 Good Intent Call	719	00:05:19	204
700 - 799 False Alarm AND False Call	162	00:05:06	18
800 - 899 Severe Weather & Natural Disaster	2	00:09:20	0
900 - 999 Special Incident Type	4	00:05:13	1

Total Calls By Incident Type	Count	Aid Given	Aid Received
100 100 Fire, other	14	5	1
110 110 Structure fire, other (conversion only)	5	3	1
111 111 Building fire	11	2	4
113 113 Cooking fire, confined to container	10	0	3
118 118 Trash or rubbish fire, contained	24	5	0
121 121 Fire in mobile home used as fixed residence	3	1	0
130 130 Mobile property (vehicle) fire, other	3	0	1
131 131 Passenger vehicle fire	13	2	1
132 132 Road freight or transport vehicle fire	3	1	0

Fire Incident Summary Report

Print Date/Time: 01/08/2018 08:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 12/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

138 138 Off-road vehicle or heavy equipment fire	1	0	0
140 140 Natural vegetation fire, other	4	0	0
141 141 Forest, woods or wildland fire	3	1	2
142 142 Brush or brush-and-grass mixture fire	20	4	3
143 143 Grass fire	2	1	0
150 150 Outside rubbish fire, other	4	1	2
151 151 Outside rubbish, trash or waste fire	13	3	1
153 153 Construction or demolition landfill fire	1	0	0
154 154 Dumpster or other outside trash receptacle fire	3	0	0
160 160 Special outside fire, other	1	0	1
221 221 Overpressure rupture of air or gas pipe/pipeline	2	0	0
311 311 Medical assist, assist EMS crew	14	5	0
320 320 Emergency medical service, other (conversion only)	14	0	0
321 3213 Invalid Assist	85	4	0
321 3211 ALS Medical	886	94	1
321 3212 BLS Medical	2389	248	12
321 321 EMS call, excluding vehicle accident with injury	4	0	0
322 3222 Vehicle Accident w/inj BLS	113	6	1
322 322 Motor vehicle accident with injuries	47	8	1
322 3221 Vehicle Accident w/inj ALS	10	2	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	16	4	0
324 324 Motor vehicle accident with no injuries.	85	12	0
342 342 Search for person in water	1	0	0
353 353 Removal of victim(s) from stalled elevator	2	0	0
372 372 Trapped by power lines	1	0	0
400 400 Hazardous condition, other	11	1	0
410 410 Combustible/flammable gas/liquid condition, other	2	0	0
411 411 Gasoline or other flammable liquid spill	2	0	0
412 412 Gas leak (natural gas or LPG)	8	3	1
413 413 Oil or other combustible liquid spill	2	0	0
422 422 Chemical spill or leak	1	0	0
440 440 Electrical wiring/equipment problem, other	2	0	2
441 441 Heat from short circuit (wiring), defective/worn	1	0	0
442 442 Overheated motor	2	0	1
444 444 Power line down	35	3	0
445 445 Arcing, shorted electrical equipment	10	3	2
461 461 Building or structure weakened or collapsed	1	0	0
480 480 Attempted burning, illegal action, other	2	1	0
481 481 Attempt to burn	1	0	0
500 500 Service Call, other	6	0	0
510 510 Person in distress, other	4	1	0
511 511 Lock-out	12	1	0

Fire Incident Summary Report

Print Date/Time: 01/08/2018 08:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 12/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

520 520 Water problem, other	1	1	0
522 522 Water or steam leak	1	0	0
531 531 Smoke or odor removal	6	0	1
542 542 Animal rescue	3	0	0
550 550 Public service assistance, other	43	3	0
551 551 Assist police or other governmental agency	34	8	0
552 552 Police matter	17	1	0
553 553 Public service	35	0	1
554 554 Assist invalid	46	4	0
555 555 Defective elevator, no occupants	1	0	0
561 561 Unauthorized burning	3	2	0
571 571 Cover assignment, standby, moveup	1	0	0
600 600 Good intent call, other	17	1	0
611 611 Dispatched & canceled en route	442	170	9
622 622 No incident found on arrival at dispatch address	220	26	0
631 631 Authorized controlled burning	1	0	0
651 651 Smoke scare, odor of smoke	35	6	3
652 652 Steam, vapor, fog or dust thought to be smoke	1	0	0
653 653 Smoke from barbecue, tar kettle	2	1	0
661 661 EMS call, party transported by non-fire agency	1	0	0
700 700 False alarm or false call, other	77	6	3
710 710 Malicious, mischievous false call, other	1	0	0
711 711 Municipal alarm system, malicious false alarm	1	0	0
715 715 Local alarm system, malicious false alarm	2	0	0
730 730 System malfunction, other	3	0	0
733 733 Smoke detector activation due to malfunction	15	3	0
735 735 Alarm system sounded due to malfunction	14	3	0
736 736 CO detector activation due to malfunction	2	0	0
740 740 Unintentional transmission of alarm, other	5	0	0
742 742 Extinguishing system activation	1	0	0
743 743 Smoke detector activation, no fire - unintentional	10	1	0
744 744 Detector activation, no fire - unintentional	4	1	0
745 745 Alarm system activation, no fire - unintentional	27	4	3
814 814 Lightning strike (no fire)	2	0	1
900 900 Special type of incident, other	1	0	0
911 911 Citizen complaint	3	1	0

Total Calls By Property Use	**Count**	**Arson**
Undetermined UUU Undetermined	68	0
None NNN None	15	0
Property Use, other OOO Property Use, other	2	0
Pipeline, power line or other u 983 Pipeline, power line or other utility right-of-way	1	0

Fire Incident Summary Report

Print Date/Time: 01/08/2018 08:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 12/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Vehicle parking area 965 Vehicle parking area	42	0
Street or road in commercial ar 963 Street or road in commercial area	198	0
Residential street, road or res 962 Residential street, road or residential driveway	138	0
Highway or divided highway 961 Highway or divided highway	217	0
Street, other 960 Street, other	56	0
Railroad right-of-way 951 Railroad right-of-way	2	0
Lake, river, stream 946 Lake, river, stream	2	0
Water area, other 940 Water area, other	1	0
Graded and cared-for plots of la 938 Graded and cared-for plots of land	1	0
Vacant lot 936 Vacant lot	24	1
Campsite with utilities 935 Campsite with utilities	1	0
Open land or field 931 Open land or field	13	1
Bridge, trestle 921 Bridge, trestle	3	0
Dump, sanitary landfill 919 Dump, sanitary landfill	1	0
Outside or special property, oth 900 Outside or special property, other	10	0
Dock, marina, pier, wharf 898 Dock, marina, pier, wharf	10	0
Warehouse 891 Warehouse	9	1
Fire station 888 Fire station	48	0
Parking garage, general vehicle 882 Parking garage, general vehicle	2	0
Livestock, poultry storage 819 Livestock, poultry storage	1	0
Outbuilding or shed 808 Outbuilding or shed	1	0
Storage, other 800 Storage, other	5	0
Manufacturing, processing 700 Manufacturing, processing	5	0
Forest, timberland, woodland 669 Forest, timberland, woodland	9	0
Water utility 647 Water utility	1	0
Gas distribution, gas pipeline 644 Gas distribution, gas pipeline	2	0
Utility or Distribution system, 640 Utility or Distribution system, other	1	0
Communications center 639 Communications center	1	0
Defense, military installation 631 Defense, military installation	3	0
Energy production plant, other 610 Energy production plant, other	1	0
Ind., utility, defense, agricult 600 Ind., utility, defense, agriculture, mining, other	2	0
Business office 599 Business office	7	0
Office: veterinary or research 593 Office: veterinary or research	1	0
Bank 592 Bank	15	0
Department or discount store 581 Department or discount store	32	0
General retail, other 580 General retail, other	35	1
Motor vehicle or boat sales, ser 579 Motor vehicle or boat sales, services, repair	19	0
Service station, gas station 571 Service station, gas station	70	0
Professional supplies, services 569 Professional supplies, services	2	0
Laundry, dry cleaning 564 Laundry, dry cleaning	12	0
Recreational, hobby, home repair 559 Recreational, hobby, home repair sales, pet store	2	0

Fire Incident Summary Report

Print Date/Time: 01/08/2018 08:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 12/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Personal service, including barb 557 Personal service, including barber & beauty shops	6	0
Specialty shop 549 Specialty shop	16	0
Household goods, sales, repairs 539 Household goods, sales, repairs	7	0
Food and beverage sales, grocer 519 Food and beverage sales, grocery store	74	0
Convenience store 511 Convenience store	93	0
Mercantile, business, other 500 Mercantile, business, other	76	0
Sorority house, fraternity house 462 Sorority house, fraternity house	1	0
Dormitory-type residence, other 460 Dormitory-type residence, other	39	0
Residential board and care 459 Residential board and care	11	0
Hotel/motel, commercial 449 Hotel/motel, commercial	21	0
Boarding/rooming house, resident 439 Boarding/rooming house, residential hotels	21	0
Multifamily dwelling 429 Multifamily dwelling	1012	1
1 or 2 family dwelling 419 1 or 2 family dwelling	1861	8
Residential, other 400 Residential, other	51	0
Police station 365 Police station	64	0
Reformatory, juvenile detention 363 Reformatory, juvenile detention center	17	0
Jail, prison (not juvenile) 361 Jail, prison (not juvenile)	14	0
Doctor, dentist or oral surgeon 342 Doctor, dentist or oral surgeon office	3	0
Clinic, clinic-type infirmary 341 Clinic, clinic-type infirmary	4	0
Clinics, doctors offices, hemodi 340 Clinics, doctors offices, hemodialysis cntr, other	3	0
Hospital - medical or psychiatri 331 Hospital - medical or psychiatric	1	0
Asylum, mental institution 323 Asylum, mental institution	2	0
Alcohol or substance abuse recov 322 Alcohol or substance abuse recovery center	8	0
Mental retardation/development d 321 Mental retardation/development disability facility	2	0
24-hour care Nursing homes, 4 or 311 24-hour care Nursing homes, 4 or more persons	3	0
Health care, detention, & correc 300 Health care, detention, & correction, other	15	0
Day care, in residence, licensed 255 Day care, in residence, licensed	2	0
Day care, in commercial property 254 Day care, in commercial property	12	0
Adult education center, college 241 Adult education center, college classroom	14	0
High school/junior high school/m 215 High school/junior high school/middle school	33	0
Elementary school, including ki 213 Elementary school, including kindergarten	10	0
Preschool 211 Preschool	1	0
Schools, non-adult, other 210 Schools, non-adult, other	6	0
Educational, other 200 Educational, other	25	0
Live performance theater 181 Live performance theater	2	0
Rapid transit station 174 Rapid transit station	1	0
Bus station 173 Bus station	28	0
Bar or nightclub 162 Bar or nightclub	18	0
Restaurant or cafeteria 161 Restaurant or cafeteria	59	0

Fire Incident Summary Report

Print Date/Time: 01/08/2018 08:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 12/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Eating, drinking places, othe 160 Eating, drinking places, other	8	0
Memorial structure, including mo 154 Memorial structure, including monuments & statues	1	0
Museum 152 Museum	1	0
Library 151 Library	15	0
Public or government, other 150 Public or government, other	45	0
Athletic/health club 141 Athletic/health club	1	0
Clubs, other 140 Clubs, other	18	0
Funeral parlor 134 Funeral parlor	6	0
Church, mosque, synagogue, templ 131 Church, mosque, synagogue, temple, chapel	29	0
Places of worship, funeral parlo 130 Places of worship, funeral parlors, other	1	0
Amusement center: indoor/outdoor 129 Amusement center: indoor/outdoor	6	0
Playground 124 Playground	16	0
Stadium, arena 123 Stadium, arena	4	0
Ballroom, gymnasium 121 Ballroom, gymnasium	4	0
Variable-use amusement, recreati 120 Variable-use amusement, recreation places, other	4	0
Fixed-use recreation places, oth 110 Fixed-use recreation places, other	19	0
Assembly, other 100 Assembly, other	13	0

Total Calls By Station	Count	Aid Given
31	1243	39
32	2222	409
33	1881	219

Fire Incident Summary Report

Print Date/Time: 01/08/2018 08:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 12/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Apparatus Totals

Apparatus	Responses	Average per Day
F02	54	0.15
MA	7	0.02
MRV1	19	0.05
D30	469	1.29
D33	3	0.01
B33	26	0.07
B31	14	0.04
E32	2259	6.21
S30	188	0.52
D31	1	0.00
AA	289	0.79
F01	12	0.03
INS1	3	0.01
E33	1932	5.31
E30	149	0.41
TWR31	866	2.38
E31	196	0.54

Legislation Details (With Text)

File #:	18-17	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/10/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CO For December 17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2018
Agenda Date: January 23, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of December 31, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 12/31/2017

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
2017-40	6 Rosa L Jones Blvd										
Op. Rev.		56,700.00	TO 4/21/17 & Resolution 11/14/17	2017-124							
Project Manager:		5,000.00	contingency authorized								
account #	001-3205-559.49-05	51,700.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
				FY2017	33276	37,450.00	37,450.00	37,450.00			$ 40,750.00
			FY 17 PO ISSUE		32989	3,300.00	40,750.00	40,750.00			
	Terracon Consultants		*FY 18 PO ISSUE*	FY2018	34750	10,950.00	51,700.00	40,750.00	10,950.00	$ -	
	Environmental Site Assessment										
	FY2017 PO 70648 & 70378 FY 18 PO 71752										
		5,000	^contingency balance-->								
SW17CS	Baffle Box At Church Street										
Op. Rev.		327,407.00	10/24/2017	2017-113							
Project Manager:		30,000.00	contingency authorized								
account #	423-3570-538.63-00	297,407.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
											$ -
	DP Development of the Treasure Coast PO# 71772		*FY 18 PO ISSUE*	FY2018	34698	297,407.00	297,407.00		297,407.00	$ -	
	Treats Stormwater Run-off										
		30,000	^contingency balance-->								
CP1501	Heart Of Cocoa Meeting Room										
Op. Rev.		160,000.00	10/24/2017	2017-104							
Project Manager:		3,125.00	contingency authorized								
account #	301-3580-519-62-00	156,875.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	C&D Consturction PO# 71710										
	Community Meeting Room		*FY 18 PO ISSUE*	FY2018	34749	156,875.00	156,875.00		156,875.00	$ -	$ -
		3,125	^contingency balance-->								
WS1201	Subaqueous pipeline protection repair & stabilization of 36" PCCP WM along SR520										
Op. Rev.		1,133,988.00	9/26/2017&10/24/17	2017-89	2017-131						
Project Manager:		39,453.00	contingency authorized 12/12/17 Contingency added back	2017-115							
account #	421-4025-536.46-00	1,094,535.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Anderson Diving dba Logan Diving PO#		FY17 PO Issue		33975	100,000.00	100,000.00	100,000.00			$ 116,015.00
	placement of 10,000 cement rip rap bags on exposed pipe for protection and support		*FY 18 PO ISSUE*		34533	600,000.00	1,094,535.00	100,000.00	994,535.00	$ 591,857.93	
	FY17 PO 71088 plus $16,015 paid by direct pay request		*CO#1*		34967	394,535.00	1,094,535.00	100,000.00	994,535.00		
	FY18 PO 71604										
		39,453	^contingency balance-->								
WS17F3	Utility Lines Extension fo Fire Stn #3										
Op. Rev.		376,359.47	5/9/2017	2017-51							
Project Manager:		34,214.00	contingency authorized								
account #	421-4055-536-63-00	342,145.47	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	W&J Construction Corp PO# 70501 FY18 71964		FY17 PO Issue		33141	342,145.47	342,145.47	342,145.47			$ -
	Utility Line Extensions Fire Station #3					(342,145.47)	-	-			
			FY 18 PO ISSUE	FY2018	34995	342,145.47	342,145.47	-	342,145.47	$ -	
		34,214	^contingency balance-->								
PW17VS	SR520 Improvements										
Op. Rev.		98,881.00	4/11/2017	2017-38							
Project Manager:		5,000.00	contingency authorized								
account #	001-3510-541-63-00	93,881.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Vericon Construction Company PO# 70369		FY17 PO Issue		32961	93,881.00	93,881.00	93,881.00			$ 39,111.00
	SR520 Improvements					(54,770.00)	39,111.00	39,111.00			
			FY 18 PO ISSUE	FY2018			39,111.00	39,111.00	-	$ -	
		5,000	^contingency balance-->								
WS17SS	Schoolhouse Lane, MI, Water Main Replacement										
Op. Rev.		252,950.00	4/11/2017	2017-35							
Project Manager:		22,995.00	contingency authorized								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
account #	421-4025-536-63-00	229,955.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Jobear Contracting Inc. PO# 70333 PO#71897		FY17 PO Issue		32942	229,955.00	229,955.00	229,955.00			$ 216,556.20
	Schoolhouse Lane, MI Water Main Replacement		*CO#1*		33160	21,800.00	251,755.00	251,755.00			
						(35,198.80)	216,556.20	216,556.20			
			FY 18 PO ISSUE	FY2018	34927	35,198.80	251,755.00	216,556.20	35,198.80	$ 30,891.80	
		1,195	^contingency balance-->								
CP16F1	Fire Station 1										
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21							
Project Manager:											
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price				Cumulative	FY17 cum	FY18 cum		
	W & J Construction PO# 69154/71229		FY17 PO Issue		31565	3,605,586.00	3,605,586.00	3,605,586.00		$ 250,835.77	$ 2,093,976.58
	Fire Station 1 Q-16-07-COC		*CO#1*		32632	(213,256.00)	3,392,330.00	3,392,330.00			
			CO#2		32698	(122,581.70)	3,269,748.30	3,269,748.30			
			CO#3		32759	(40,515.00)	3,229,233.30	3,229,233.30			
			CO#4		32884	(164,164.99)	3,065,068.31	3,065,068.31			
			CO#5		33282	(100,690.92)	2,964,377.39	2,964,377.39			
			CO#6		33334	(148,595.00)	2,815,782.39	2,815,782.39			
			CO#7		34000	(34,006.64)	2,781,775.75	2,781,775.75			
						(687,799.17)	2,093,976.58	2,093,976.58			
			FY 18 PO ISSUE	FY2018	34133	687,799.17	2,781,775.75	2,093,976.58	687,799.17	$ 250,835.77	
	NOTE: This is a different formula, different authorization>	610,554	^"Owners Contingency Fund" balance-->								
WS0904	Refurbish Sewer Lines										
Op. Rev.		305,000.00	1/10/2017	2017-08							
Project Manager:		27,500.00	contingency authorized								
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Insituform Tech, LLC PO# 69897		FY17 PO Issue		32320	277,500.00	277,500.00	277,500.00			$ 267,270.30
	Bid No.City of Daytona Bid Contract 0113-1010					(10,229.70)	267,270.30	267,270.30			
			FY 18 PO ISSUE	FY2018			267,270.30	267,270.30	-	$ -	
		27,500	^contingency balance-->								
WS16UP	Utility Privatization										
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74							
Project Manager:		283,806.00	contingency authorized								
account #	421-4010-536-31-00	1,248,128.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	CH2M Hill PO# 69690		FY2017 PO#69690	FY 2017	31967	847,086.89	847,086.89	847,086.89			$ 87,555.68
	CDM Smith PO#69691		FY2017 PO#69691		32006	158,970.00	1,006,056.89	1,006,056.89			$ -
	Hawksley (Stantec) PO#69908		FY2017 PO#69908		32409	189,591.00	1,195,647.89	1,195,647.89			$ -
						(158,970.00)	1,036,677.89	1,036,677.89			
						(759,531.21)	277,146.68	277,146.68			
						(189,591.00)	87,555.68	87,555.68			
			FY 18 PO ISSUE	FY2018			87,555.68	87,555.68	-	$ -	
	This was originally assigned the wrong project #WS17AF.	283,806	^contingency balance-->								
WSLS04	Lift Station #4 Improvements										
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63							
Project Manager:		56,170.00	contingency authorized								
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	L7 Construction Inc PO# 68449/69693/71965		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00				$ 525,330.34
	Bid No. B-16-14-COC		*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00				
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00	534,700.00			
			CO#1		32196	3,418.82	565,118.82	538,118.82			
			CO#2		32914	6,269.00	571,387.82	544,387.82			
			CO#3		33279	2,533.64	573,921.46	546,921.46			
			CO#4		33387	3,145.40	577,066.86	550,066.86			
			CO#5		33508	4,333.50	581,400.36	554,400.36			
						(29,070.02)	552,330.34	525,330.34			
			FY 18 PO ISSUE	FY2018	34997	29,070.02	581,400.36	525,330.34	29,070.02	$ -	
		36,470	^contingency balance-->								
WS1222	WRF Motor Controls Sellers										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
Op. Rev.		2,334,400.20	4/12/2016	2016-37							
Project Manager:		212,218.20	contingency authorized								
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Chinchor Electric Inc PO# 68119/69705/71957		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00				$ 1,458,803.25
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33				
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00	1,938,748.67			
			CO#1		32212	119,650.85	2,241,832.85	2,058,399.52			
						(599,596.27)	1,642,236.58	1,458,803.25			
			FY 18 PO ISSUE	FY2018	34974	599,596.27	2,241,832.85	1,458,803.25	599,596.27	$ 144,685.83	
		92,567	^contingency balance-->								
CP16F3	Fire Station #3 Design										
Op. Rev.	SR524	177,925.72	12/8/2015 & 10/24/17 (Contingency in both Resolutions)	2016-16 & 2017-112							
Project Manager:		17,925.72	contingency authorized 5%								
account #	301-3580-519-62-00	160,000.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Bid No. RFQ-11-12-COC										
			FY16 PO Issue	FY2016	29395	154,206.00	154,206.00				$ 604.47
	Architects Design Group PO#67485/69346		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00				$ 20,727.85
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40				
	Architects RZK PO#69801/71235		FY 2017 PO 69346 Issue (reissue PO67485)	FY 2017	31768	551.75	124,224.15	551.75			
			FY 2017 PO 69346 Issue (adds $$ to reissue of PO67485)		31768	52.72	124,276.87	604.47			
			FY 2017 PO 69708 (reissue balance of FY16 PO#67485 to new vendor per agenda memo V.9 1/10/2017)		32160	36,441.85	160,718.72	37,046.32			
	**There is no project contingency on the contruction piece of this project.										
						(15,714.00)	145,004.72	21,332.32			
			FY 18 PO ISSUE #71235	FY2018	34197	15,714.00	160,718.72	21,332.32	15,714.00	$ 10,864.50	
			CO#1Design and Permitting		34587	1,197.58	161,916.30	21,332.32	16,911.58		
			CO#1Design and Permitting		34587	10,215.42	172,131.72	21,332.32	27,127.00		
	contingency is for primary construction contract and any additional related service contracts per Res. 2016-16	-	^contingency balance-->								
CP16F2	Fire Station #2 Design										
	Brunson Blvd.										
Op. Rev.		118,490.20	1/12/2016	2016-15; 2016-104	2017-111						
Project Manager:		15,166.20	contingency authorized 5% 2/23/16; Council Approved $10k Increase 9/27/16								
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Bid No. RFQ-11-12-COC										
	Architects Design Group PO#67486/69348/69645		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00				
	Architects RZK FY18-71233		*CO#2*		30996	9,992.00	113,316.00				
	Vendor Architects RZK PO#69801 for $70,508 (PR#32265) not charged against contingency. TO#2017-03 approved 01/10/2017 V.2. File #17-7.		*FY16 Liquidation*			(37,965.91)	75,350.09				
			FY 17 PO Issue #69348 (reissue FY16 PO#67486)	FY2017	31770	6,143.40	81,493.49	6,143.40			$ 6,143.40
			PO#69645 (reissue FY16 PO#67486)		32092	3,775.00	85,268.49	9,918.40			$ 4,549.53
	**There is no project contingency on the contruction piece of this project.		*CO#1 PO#69645*		32264	774.53	86,043.02	10,692.93			
			FY 18 PO ISSUE	FY2018	34187	25,487.00	111,530.02	10,692.93	25,487.00	$ 9,354.50	
	contingency is for primary construction contract only per Res. 2016-104 (Res. 2016-15 included "any additional service contracts")	5,174	^contingency balance-->								
* Fire Stations 1 and 2 were switched after Council											
WS1402	Reject Pond Rehab - Engineering Services										
Op. Rev.		9,425,900.00	12/8/2015	2015-091							
Project Manager:		856,900.00	contingency authorized								
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	PETTICOTT-SCHMITT PO# 67619/69660/71761		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00				$ 5,531,981.69
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00				
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23				
				FY2017	31822	6,815,828.77	8,636,311.00	6,815,828.77			
			CO#1		32217	1,243.00	8,637,554.00	6,817,071.77			
			CO#2		32311	77,406.00	8,714,960.00	6,894,477.77			
			CO#3		32488	15,311.00	8,730,271.00	6,909,788.77			
			CO#4		33475	(1,750.00)	8,728,521.00	6,908,038.77			
			CO#5		33669	10,956.00	8,739,477.00	6,918,994.77			
						(1,387,013.08)	7,352,463.92	5,531,981.69			
			FY 18 PO ISSUE	FY2018	34733	1,387,013.08	8,739,477.00	5,531,981.69	1,387,013.08	$ -	
			CO#1		35001	18,612.63	8,758,089.63	5,531,981.69	1,405,625.71		
			CO#2		35008	2,458.56	8,760,548.19	5,531,981.69	1,408,084.27		
			CO#3		35009	41,346.11	8,801,894.30	5,531,981.69	1,449,430.38		
		624,006	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements										
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00					
Project Manager:		110,347.00	10% contingency authorized of $1,103,473								
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00				$ 15,300.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00				
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00				
			CO#1		29489	7,268.19	1,110,741.19				
			E		30181	7,419.37	1,118,160.56				
			CO#3		30320	32,643.88	1,150,804.44				
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00				
				FY2017	31997	130,380.44	1,150,804.44	130,380.44			
			CO#4		33777	(37,061.00)	1,113,743.44	93,319.44			
						(78,019.44)	1,035,724.00	15,300.00			
			FY 18 PO ISSUE	FY2018			1,035,724.00	15,300.00	-	$ -	
		63,016	^contingency balance-->								
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager:		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Brandes Design-Build, PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			FY16 PO Issue PO# 67318	FY2016	29192	1,542,102.38	4,501,559.91			v	
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. 67455 TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98			v	
			PO# 67460 to QLH for SDC		29381	53,001.11	4,575,995.09			v	
	CH2M Hill PO #67455/		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			CO#1 PO 67318		29647	53,686.38	4,652,714.47				
			CO#2 install electronic indicators PO 67318		30007	8,917.65	4,661,632.12				
			CO#2 additional inspection services PO# 67460		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17	26,064.34			$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97	832,412.14			$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58	821,127.75			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97	832,412.14			$ 1,300.00
							4,667,012.97	832,412.14			
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67	412,096.84			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28	402,112.45			
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58	402,112.45	420,315.30	$ -	
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39	4,667,012.97	402,112.45	430,299.69		
		209,868	^contingency balance-->								
WS1117	SCADA Support Hardware Integration Services										
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090							
Project Manager:		231,664.40	10% contingency authorized			63-00 64-00					
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency								
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5				Cumulative	FY17 cum	FY18 cum		
	CH2M Hill Engineers, Inc. FY2014 PO# 64202		FY14 PO Issue	FY 2014	25301	2,316,644.00	2,316,644.00				$ 244,575.44
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*			(2,316,644.00)	-				
	CH2M Hill Engineers, Inc. FY 2015 PO# 64883		*FY 2015 PO Issue*	FY 2015	26194	2,316,644.00	2,316,644.00				
					26634	(2,316,644.00)					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	2,253,869.00 62,775.00	2,316,644.00				
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00	2,914,274.00				
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*CO#3-to correct CO#2 Internal use only to put into right account*		n/a		2,914,274.00				
			FY15 Year-End PO Liquidation			(1,369,468.90) -	1,544,805.10				
	Same project, different task orders, not from "contingency"		FY16 PO Issue	FY2016	29089	1,369,468.90 -	2,914,274.00				
	CH2M Hill Engineers, Inc. PO# 67260		*FY16 Year-End PO Liquidation*			(13,217.56)	2,901,056.44				
	CH2M Hill Engineers, Inc. PO# 67261		PO# 69602 FY17 PO Issue	FY2017	31776	13,217.56	2,914,274.00	13,217.56			
	CH2M Hill Engineers, Inc. PO# 67263		CO#1 to PO#69602		31776	231,520.00	3,145,794.00	244,737.56			
	CH2M Hill Engineers, Inc. PO# 67264					(162.12)	3,145,631.88	244,575.44			

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
				FY2018			3,145,631.88	244,575.44	-	$ -	
		$ 144.40	^contingency balance-->								
WS1222	**BNR Process Improvements**										
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083							
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized								
		2,779,000.00	constr' exp authorized before contingency								
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)								
						63-00	64-00	Cumulative	FY17 cum	FY18 cum	FY18	FY17
Brandes Design-Build, Inc. FY2013 PO# 62086												
Bid No. B-13-11-COC												
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00				
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00				
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29				
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73				
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29				
					26917	10,200.00		2,823,016.29				
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43				
CDM Smith FY2017 PO# 69522/69955/69956 FY2018 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43	-			
Chinchor Electric FY2017 PO#69705					29249	32,800.00		2,871,794.43				
			CO#1		29329	(5,000.00)		2,866,794.43				
			CO#2		29212	4,151.50		2,870,945.93				
			CO#3		29905	5,327.32		2,876,273.25				
			CO#4		30046	(5,327.32)		2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93				
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09				$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09	33,812.06			$ -
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	34,482.06			$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	47,732.06			$ 58,955.00
						(33,812.06)		2,872,062.03	13,920.00			$ 169,885.00
						(13.25)		2,872,048.78	13,906.75			$ 1,458,803.25
			Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13,906.75	13.25	$ -	
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	13,906.75	36,353.25		
			Reissue PO#69615 Brandes Design-Build		34988	33,812.06		2,942,214.09	13,906.75	70,165.31		
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	76,000.00					$ -
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete						
		28,686	^contingency balance--> for Brandes Design-Build									
		10,000	^contingency balance--> for Maxwell Contracting									

Legislation Details (With Text)

File #:	18-18	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/10/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report December 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2018
Agenda Date: January 23, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending December 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This December 2017 report is unaudited and preliminary as many FY2017 closing entries are still pending.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2018 Budget by Classification Report - Summary Listing

Through 12/31/2017

Target for December is 25%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,664,982		$ 2,381,702.94	$ 5,283,279.06	31%
OTHER PERMITS AND FEES	$ 3,103,557		$ 120,636.71	$ 2,982,920.29	4%
INTERGOVERNMENTAL	$ 2,032,862		$ 227,569.02	$ 1,805,292.98	11%
CHARGES FOR SERVICES	$ 11,336,920		$ 2,672,338.51	$ 8,664,581.49	24%
FINES AND FORFEITURES	$ 26,000		$ 3,140.30	$ 22,859.70	12%
MISCELLANEOUS	$ 805,052		$ 122,347.91	$ 682,704.09	15%
OTHER SOURCES (NON-REVENUE)	$ 12,127,193		$ 1,842,184.62	$ 10,285,008.38	15%
REVENUE TOTALS	**$ 37,096,566**		**$ 7,369,920.01**	**$ 29,726,645.99**	**20%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,275,405	$ 3,618.00	$ 4,585,288.92	$ 17,686,498.08	21%
OPERATING EXPENDITURES	$ 9,507,762	$ 2,524,932.54	$ 2,086,601.34	$ 4,896,228.12	49%
CAPITAL OUTLAY	$ 3,461,607	$ 60,846.95	$ 123,261.39	$ 3,277,498.66	5%
GRANTS, AIDS AND OTHER	$ 1,851,792	$ -	$ -	$ 1,851,792.00	0%
EXPENSE TOTALS	**$ 37,096,566**	**$ 2,589,397.49**	**$ 6,795,151.65**	**$ 27,712,016.86**	25%
REVENUE TOTALS	**$ 37,096,566**	**$ -**	**$ 7,369,920.01**	**$ 29,726,645.99**	**20%**
EXPENSE TOTALS	**$ 37,096,566**	**$ 2,589,397.49**	**$ 6,795,151.65**	**$ 27,712,016.86**	**25%**
	$ -	**$ (2,589,397.49)**	**$ 574,768.36**		

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	420,550	1,171,367.58	279	1,261,650	1,925,189.18	153	5,046,608	3,121,418.82
20	00	DELINQUENT TAXES	1,250	307.86	25	3,750	355.69	10	15,000	14,644.31
25	00	PENALTIES RE: TAXES	416	483.18	116	1,248	931.96	75	5,000	4,068.04
30	00	TAX CERTIFICATES	16,666	.00		49,998	.00		200,000	200,000.00
311	**	AD VALOREM	438,882	1,172,158.62	267	1,316,646	1,926,476.83	146	5,266,608	3,340,131.17
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	33,333	35,533.51	107	99,999	35,533.51	36	400,000	364,466.49
312	**	SALES USE AND FUEL TAXES	33,333	35,533.51	107	99,999	35,533.51	36	400,000	364,466.49
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	88,209	107,703.91	122	264,627	228,111.27	86	1,058,517	830,405.73
30	00	WATER-COCOA	27,888	26,296.38	94	83,664	53,720.44	64	334,667	280,946.56
40	00	GAS	1,500	1,281.22	85	4,500	570.78-	13	18,000	18,570.78
80	00	PROPANE	1,123	3,731.23	332	3,369	3,113.23	92	13,484	10,370.77
314	**	UTILITY SERVICE TAX	118,720	139,012.74	117	356,160	284,374.16	80	1,424,668	1,140,293.84
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	33,642	46,259.25	138	100,926	10,377.25	10	403,706	393,328.75
315	**	COMMUNICATION SERVICE TAX	33,642	46,259.25	138	100,926	10,377.25	10	403,706	393,328.75
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	4,357.67	31	42,498	124,941.19	294	170,000	45,058.81
316	**	LOCAL BUSINESS TAX	14,166	4,357.67	31	42,498	124,941.19	294	170,000	45,058.81
310	***	TAXES	638,743	1,397,321.79	219	1,916,229	2,381,702.94 ✓	124	7,664,982 ✓	5,283,279.06 ✓
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	25,000	6,831.50	27	75,000	22,078.00	29	300,000	277,922.00
10	00	TRAINING SURCHARGE	66	.00		198	.00		800	800.00
322	**	BUILDING PERMITS	25,066	6,831.50	27	75,198	22,078.00	29	300,800	278,722.00
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,666	28,232.00-	42	199,998	84,696.00-	42	800,000	884,696.00
40	00	GAS	1,208	1,732.56	143	3,624	295.44-	8	14,500	14,795.44
70	00	SOLID WASTE	15,014	15,327.09	102	45,042	45,433.38	101	180,170	134,736.62
323	**	FRANCHISE FEES	82,888	11,172.35-	14	248,664	39,558.06-	16	994,670	1,034,228.06
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	135,840	271,205.32-	200	407,520	135,616.46	33	1,630,087	1,494,470.54

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	.00		498	.00		2,000	2,000.00
12 03	PENALTIES	83	.00		249	50.31	20	1,000	949.69
12 04	TAX CERTIFICATES	12,500	.00		37,500	.00		150,000	150,000.00
12 *	SERVICE	148,589	271,205.32-	183	445,767	135,666.77	30	1,783,087	1,647,420.23
325 **	SPECIAL ASSESSMENT	148,589	271,205.32-	183	445,767	135,666.77	30	1,783,087	1,647,420.23
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	2,083	50.00	2	6,249	550.00	9	25,000	24,450.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	840.00		0	1,900.00		0	1,900.00-
329 **	OTHER PERMITS & FEES	2,083	890.00	43	6,249	2,450.00	39	25,000	22,550.00
320 ***	OTHER PERMITS & FEES	258,626	274,656.17-	106	775,878	120,636.71 ✓	16	3,103,557 ✓	2,982,920.29
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	12,991	628.00	5	38,973	628.00	2	155,894	155,266.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	12,991	628.00	5	38,973	628.00	2	155,894	155,266.00
20 01	RES OFFCR - CTY CONTRACT	2,200	.00		6,600	.00		26,400	26,400.00
20 05	JAG GRANT	1,955	.00		5,865	.00		23,464	23,464.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,276	.00		3,828	.00		15,322	15,322.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	8,505	.00		25,515	.00		102,065	102,065.00
20 *	PUBLIC SAFETY	13,936	.00		41,808	.00		167,251	167,251.00
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	26,927	628.00	2	80,781	628.00	1	323,145	322,517.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		9,999	.00		40,000	40,000.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	3,333	.00		9,999	.00		40,000	40,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	39,000	42,527.75	109	117,000	85,055.50	73	468,000	382,944.50
12	20	8TH CNT MUNICIPAL GAS TAX	12,204	13,290.27	109	36,612	26,580.54	73	146,458	119,877.46
12	*	STATE REVENUE SHARING	51,204	55,818.02	109	153,612	111,636.04	73	614,458	502,821.96
14	00	MOBILE HOME LICENSES	1,666	10,089.53	606	4,998	13,302.60	266	20,000	6,697.40
15	00	ALCOHOLIC BEVERAGE	1,809	.00		5,427	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	82,500	94,428.41	115	247,500	94,428.41	38	990,000	895,571.59
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	.00		5,883	7,573.97	129	23,542	15,968.03
335	**	STATE SHARED REVENUES	139,140	160,335.96	115	417,420	226,941.02	54	1,669,717	1,442,775.98
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	169,400	160,963.96	95	508,200	227,569.02 ✓	45	2,032,862 ✓	1,805,292.98 ✓

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	461,301	468,935.00	102	1,383,903	1,406,805.00	102	5,535,621	4,128,816.00
31 00	ADMIN FEES STORMWATER	7,632	.00		22,896	.00		91,595	91,595.00
40 00	CERTIFY/COPY/SEARCH	8,333	9,336.55	112	24,999	18,394.97	74	100,000	81,605.03
90 12	PASSPORT EXECUTION FEES	750	475.00	63	2,250	900.00	40	9,000	8,100.00
341 **	GENERAL GOVERNMENT	478,016	478,746.55	100	1,434,048	1,426,099.97	99	5,736,216	4,310,116.03
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	350.00		0	700.00		0	700.00-
90 01	FALSE ALARM FEES	925	2,520.00	272	2,775	4,900.00	177	11,100	6,200.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	2,870.00	310	2,775	5,600.00	202	11,100	5,500.00
342 **	PUBLIC SAFETY	925	2,870.00	310	2,775	5,600.00	202	11,100	5,500.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	34,201	37,691.59	110	102,603	74,808.92	73	410,422	335,613.08
37 11	ROCKLEDGE	21,605	22,732.48	105	64,815	45,500.86	70	259,269	213,768.14
37 12	SUN LAKE	285	298.66	105	855	600.59	70	3,420	2,819.41
37 13	CLNY PK-M.I.UTIL CO.	153	151.51	99	459	306.29	67	1,844	1,537.71
37 16	COCOA BEACH	8,922	8,975.42	101	26,766	17,982.38	67	107,066	89,083.62
37 17	CAPE CANAVERAL	7,365	7,340.69	100	22,095	14,766.73	67	88,382	73,615.27
37 18	TITUSVILLE	321	334.63	104	963	669.18	70	3,854	3,184.82
37 *	WATER BILLING SERVICES	72,852	77,524.98	106	218,556	154,634.95	71	874,257	719,622.05
39 01	SERVICE CHARGES	34,666	24,095.44	70	103,998	103,714.36	100	416,000	312,285.64
39 03	ADMIN CHARGES	33,333	29,430.00	88	99,999	89,130.00	89	400,000	310,870.00
39 04	PENALTIES	72,916	69,502.76	95	218,748	209,586.04	96	875,000	665,413.96
39 05	NSF CHECKS	2,960	2,432.13	82	8,880	8,032.94	91	35,525	27,492.06
39 *	WATER OTHER INCOME	143,875	125,460.33	87	431,625	410,463.34	95	1,726,525	1,316,061.66
41 10	GARBAGE REVENUES	181,575	172,603.69	95	544,725	511,957.80	94	2,178,903	1,666,945.20
41 20	RECYCLING REVENUE	18,065	18,382.37	102	54,195	53,848.57	99	216,789	162,940.43
41 30	GREEN WASTE	15,449	15,498.88	100	46,347	45,753.06	99	185,394	139,640.94
41 *	GARBAGE COLLECTION	215,089	206,484.94	96	645,267	611,559.43	95	2,581,086	1,969,526.57

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	8,227.88	102	24,174	16,453.44	68	96,697	80,243.56
45 20	SALE - RECYCLING MATERIAL	125	.00		375	.00		1,500	1,500.00
45 *	GARBAGE - OTHER REVENUE	8,183	8,227.88	101	24,549	16,453.44	67	98,197	81,743.56
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		13,083	.00		52,336	52,336.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	7,608	.00		22,824	.00		91,303	91,303.00
90 *	OTHER PHYSICAL ENVIRON	11,969	.00		35,907	.00		143,639	143,639.00
343 **	PHYSICAL ENVIRONMENT	451,968	417,698.13	92	1,355,904	1,193,111.16	88	5,423,704	4,230,592.84
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	2,109.32	46	13,749	20,101.37	146	55,000	34,898.63
39 11	TENANT MAINTENANCE FEES	116	135.44	117	348	530.24	152	1,400	869.76
39 20	COCOA CIVIC CENTER	4,583	2,921.24	64	13,749	16,454.08	120	55,000	38,545.92
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	438.00	31	4,248	5,680.73	134	17,000	11,319.27
39 *	OTHER CULTURAL SERVICES	10,698	5,604.00	52	32,094	42,766.42	133	128,400	85,633.58
40 01	COCOA VILLAGE 10% GROSS	2,083	100.00	5	6,249	300.00	5	25,000	24,700.00
40 05	PERMIT FEES	208	125.00	60	624	725.00	116	2,500	1,775.00
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	225.00	10	6,873	1,025.00	15	27,500	26,475.00
50 10	EVENT FEES	500	371.49	74	1,500	1,485.96	99	6,000	4,514.04
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	333	1,950.00	586	999	2,250.00	225	4,000	1,750.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	833	2,321.49	279	2,499	3,735.96	150	10,000	6,264.04
347 **	CULTURE/RECREATION	13,822	8,150.49	59	41,466	47,527.38	115	165,900	118,372.62
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	944,731	907,465.17	96	2,834,193	2,672,338.51 ✓	94	11,336,920 ✓	8,664,581.49 ✓
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
	10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
	50 00	800 MHZ FINES	0	.00		0	.00		0	.00
	90 00	OTHER	2,166	1,629.37	75	6,498	3,140.30	48	26,000	22,859.70
351	**	JUDGMENTS AND FINES	2,166	1,629.37	75	6,498	3,140.30	48	26,000	22,859.70
354		LOCAL ORDINANCE VIOLATION								
	00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
	00 00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
	00 00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	1,629.37	75	6,498	3,140.30 ✓	48	26,000 ✓	22,859.70 ✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
	10 00	INTEREST	1,250	.00		3,750	4,745.46-	127	15,000	19,745.46
	20 00	DIVIDENDS	0	.00		0	1,105.75		0	1,105.75-
	38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	12,138.00-		0	12,138.00
	40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	1,250	.00		3,750	15,777.71-	421	15,000	30,777.71
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	10,165	3,583.33	35	30,495	41,164.80	135	121,990	80,825.20
362	**	RENT AND ROYALTIES	10,165	3,583.33	35	30,495	41,164.80	135	121,990	80,825.20
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	7,134.50		0	7,134.50		0	7,134.50-
	10 00	GAIN/LOSS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	7,134.50		0	7,134.50		0	7,134.50-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	11,666	8,900.00	76	34,998	21,400.00	61	140,000	118,600.00
10 09	POLICE/FIRE DEPTS	108	.00		324	.00		1,299	1,299.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	108	.00		324	.00		1,299	1,299.00
366 **	CONTRIBUTIONS & DONATIONS	11,774	8,900.00	76	35,322	21,400.00	61	141,299	119,899.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,210	.00		36,630	.00		146,530	146,530.00
22 00	FIRE STATE CONTRIBUTION	9,602	.00		28,806	.00		115,233	115,233.00
368 **	PENSION CONTRIBUTIONS	21,812	.00		65,436	.00		261,763	261,763.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,666	11,907.43	179	19,998	14,499.54	73	80,000	65,500.46
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,500	980.00	39	7,500	7,430.00	99	30,000	22,570.00
90 03	CODE ENF ABATE/DEMO REV	4,166	1,540.00	37	12,498	3,845.00	31	50,000	46,155.00
90 04	MISC. POLICE REVENUES	0	1,247.97		0	1,338.50		0	1,338.50-
90 05	INVESTIGATIVE COSTS REIM	5,000	3,424.14	69	15,000	7,597.28	51	60,000	52,402.72
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	1,250	800.00	64	3,750	2,500.00	67	15,000	12,500.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,500	1,100.00	44	7,500	1,100.00	15	30,000	28,900.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	22,082	20,999.54	95	66,246	38,310.32	58	265,000	226,689.68
96 00	INSURANCE REFUND/PROCEEDS	0	30,116.00		0	30,116.00		0	30,116.00-
369 **	OTHER MISC REVENUES	22,082	51,115.54	232	66,246	68,426.32	103	265,000	196,573.68
360 ***	MISCELLANEOUS REVENUES	67,083	70,733.37	105	201,249	122,347.91✓	61	805,052✓	682,704.09 ✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	4,567	.00		13,701	27,646.62	202	54,807	27,160.38
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,156	.00		2,312	.00		12,721	12,721.00
91 23	STORMWATER (423)	806	.00		2,335	.00		9,595	9,595.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	6,529	.00		18,348	27,646.62	151	77,123	49,476.38
381 **	INTERFUND TRANSFER	6,529	.00		18,348	27,646.62	151	77,123	49,476.38
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	513,151	513,152.00	100	1,539,453	1,539,456.00	100	6,157,822	4,618,366.00
40 01	6% CONTRIBUTION	91,694	91,694.00	100	275,082	275,082.00	100	1,100,328	825,246.00
40 *	CONTRIBUTIONS WATER REV.	604,845	604,846.00	100	1,814,535	1,814,538.00	100	7,258,150	5,443,612.00
382 **	CONTRIBUTIONS ENTERPRISE	604,845	604,846.00	100	1,814,535	1,814,538.00	100	7,258,150	5,443,612.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	14,871	.00		44,613	.00		178,453	178,453.00
90	20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90	*	NON OPERATING SOURCES	14,871	.00		44,613	.00		178,453	178,453.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	384,455	.00		1,153,365	.00		4,613,467	4,613,467.00
99	*	BALANCE FORWARD	384,455	.00		1,153,365	.00		4,613,467	4,613,467.00
389	**	NON OPERATING SOURCES	399,326	.00		1,197,978	.00		4,791,920	4,791,920.00
380	***	OTHER SOURCES(NON-REV)	1,010,700	604,846.00	60	3,030,861	1,842,184.62✓	61	12,127,193✓	10,285,008.38✓
FUND TOTAL		GENERAL FUND	3,091,449	2,868,303.49	93	9,273,108	7,369,920.01✓	80	37,096,566✓	29,726,645.99✓

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2618	2550.00	97	7854	7650.00	97	.00	31424	23774.00	24
11 **	EXECUTIVE SALARIES	2618	2550.00	97	7854	7650.00	97	.00	31424	23774.00	24
12-00	REGULAR SALARIES & WAGES	974532	810512.74	83	2924657	2417212.06	83	.00	11695573	9278360.94	21
12-06	SALARIES/CONTRACTUAL	1713	175.00	10	5139	3115.00	61	.00	20559	17444.00	15
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	3736	3289.00	88	11208	6104.66	55	.00	44841	38736.34	14
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	979981	813976.74	83	2941004	2426431.72	83	.00	11760973	9334541.28	21
13-00	OTHER SALARIES & WAGES	82641	69039.78	84	246862	213814.66	87	.00	990678	776863.34	22
13 **	OTHER SALARIES & WAGES	82641	69039.78	84	246862	213814.66	87	.00	990678	776863.34	22
14-00	OVERTIME	27894	44875.35	161	83227	122837.98	148	.00	334362	211524.02	37
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	27894	44875.35	161	83227	122837.98	148	.00	334362	211524.02	37
15-00	SPECIAL PAY	33566	26683.80	80	100698	84038.60	84	.00	402809	318770.40	21
15 **	SPECIAL PAY	33566	26683.80	80	100698	84038.60	84	.00	402809	318770.40	21
20-00	CLOTHING/SHOE ALLOWANCE	1676	.00	0	5028	6895.00	137	.00	20135	13240.00	34
20 **	CLOTHING/SHOE ALLOWANCE	1676	.00	0	5028	6895.00	137	.00	20135	13240.00	34
21-00	FICA TAXES	83608	69996.98	84	250824	209640.85	84	.00	1003402	793761.15	21
21 **	FICA TAXES	83608	69996.98	84	250824	209640.85	84	.00	1003402	793761.15	21
22-00	RETIREMENT CONTRIBUTIONS	78727	46776.22	59	236181	141510.50	60	.00	944847	803336.50	15
22-01	LICENSED POLICE/FIRE	187924	166314.42	89	563772	483200.09	86	.00	2255112	1771911.91	21
22-02	STATE CONTRIBUTIONS	19673	.00	0	84679	.00	0	.00	261763	261763.00	0
22-03	ICMA - CITY MANAGER	1080	971.60	90	3240	2909.17	90	.00	12960	10050.83	22

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	287404	214062.24	75	887872	627619.76	71	.00	3474682	2847062.24	18
23-00	LIFE/HEALTH INSURANCE	277607	225803.60	81	832821	679238.36	82	3618.00	3331413	2648556.64	21
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	277607	225803.60	81	832821	679238.36	82	3618.00	3331413	2648556.64	21
24-00	WORKER'S COMPENSATION	55458	47945.26	87	166374	150531.99	91	.00	665647	515115.01	23
24 **	WORKER'S COMPENSATION	55458	47945.26	87	166374	150531.99	91	.00	665647	515115.01	23
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	21240	18110.00	85	63720	56590.00	89	.00	254880	198290.00	22
27 **	CAFETERIA PLAN	21240	18110.00	85	63720	56590.00	89	.00	254880	198290.00	22
31-00	PROFESSIONAL SERVICES	19415	275.00	1	57972	11704.95	20	92200.05	232730	128825.00	45
31-01	LEGAL FEES	33813	41245.33	122	101439	79665.62	79	321101.38	405767	5000.00	99
31-02	MEDICAL SERVICES	3490	.00	0	10470	745.00	7	36245.00	41890	4900.00	88
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	3279	13125.00	400	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	15433	.00	0	46299	14622.85	32	170584.15	185207	.00	100
31 **	PROFESSIONAL SERVICES	73244	41520.33	57	219459	119863.42	55	620130.58	878719	138725.00	84
32-00	ACCOUNTING & AUDITING	3625	.00	0	10875	6000.00	55	37500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	10875	6000.00	55	37500.00	43500	.00	100
34-00	CONTRACT SERVICES	103914	23619.97	23	293546	314276.33	107	505437.66	1228851	409137.01	67
34-03	CUSTOMER SERVICE CONTRACT	154431	152043.90	99	463293	304107.99	66	.00	1853174	1549066.01	16
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	622-	.00	0	5589	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	257723	175663.87	68	762428	618384.32	81	505437.66	3082025	1958203.02	37

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	17567	.00	0	60923	.00	0	.00	219036	219036.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	4447	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	22014	.00	0	65370	.00	0	.00	219036	219036.00	0
40-00	TRAVEL & PER DIEM	4581	1100.93	24	13743	3997.32	29	35.00	55090	51057.68	7
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4581	1100.93	24	13743	3997.32	29	35.00	55090	51057.68	7
41-00	COMMUNICATION	10502	2708.25	26	31283	26862.78	86	82989.40	125836	15983.82	87
41 **	COMMUNICATION	10502	2708.25	26	31283	26862.78	86	82989.40	125836	15983.82	87
42-00	POSTAGE & FREIGHT	36011	32250.00	90	108033	112851.33	105	281103.49	432234	38279.18	91
42 **	POSTAGE & FREIGHT	36011	32250.00	90	108033	112851.33	105	281103.49	432234	38279.18	91
43-00	ELECTRIC/WATER/SEWER	57976	52755.22	91	173928	121430.86	70	515823.11	695740	58486.03	92
43 **	ELECTRIC/WATER/SEWER	57976	52755.22	91	173928	121430.86	70	515823.11	695740	58486.03	92
44-00	RENTALS AND LEASES	21336	8128.29	38	63980	74887.51	117	76962.85	256061	104210.64	59
44 **	RENTALS AND LEASES	21336	8128.29	38	63980	74887.51	117	76962.85	256061	104210.64	59
45-00	INSURANCE	32741	94350.62	288	98223	193778.80	197	.00	392946	199167.20	49
45 **	INSURANCE	32741	94350.62	288	98223	193778.80	197	.00	392946	199167.20	49
46-00	REPAIRS & MAINTENANCE	52360	5594.63	11	156002	286572.07	184	154720.34	627303	186010.59	70
46-02	REPAIR/MAINT BUILDING	23959	2369.52	10	71877	49820.01	69	50731.77	287521	186969.22	35
46-03	REPAIR/MAINT-VEHICLES	19746	3720.54	19	59238	16582.24	28	3438.41	236993	216972.35	8
46-05	HYDRANT FEES	16090	16114.14	100	48270	48342.42	100	.00	193080	144737.58	25
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	112155	27798.83	25	335387	401316.74	120	208890.52	1344897	734689.74	45
47-00	PRINTING & BINDING	1803	960.75	53	5409	3209.10	59	3248.50	21720	15262.40	30
47 **	PRINTING & BINDING	1803	960.75	53	5409	3209.10	59	3248.50	21720	15262.40	30
48-00	PROMOTIONAL ACTIVITIES	3784	238.63	6	11352	2094.55	19	8950.00	45445	34400.45	24
48-11	BUSINESS ASSIST. PROGRAM	2083	.00	0	6249	.00	0	.00	25000	25000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5867	238.63	4	17601	2094.55	12	8950.00	70445	59400.45	16
49-00	OTHER CHARGES & OBLIG.	17482	713.75	4	52732	27546.89	52	4921.22	210129	177660.89	16
49-02	ADVERTISING	48	.00	0	121	.00	0	.00	550	550.00	0
49-05	BROWNFIELDS REDEV PROG	9467	17402.66	184	35449	23575.73	67	25720.00	120651	71355.27	41
49-06	BROWNFIELD PROG CITY COST	5190	13850.00	267	8522	13850.00	163	7767.00	55243	33626.00	39
49-07	BAD DEBT EXPENSE	12499	4889.44-	39-	37497	21082.31-	56-	.00	150000	171082.31	14-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	5625	.00	0	.00	22500	22500.00	0
49 **	OTHER CHARGES & OBLIG.	46561	27076.97	58	139946	43890.31	31	38408.22	559073	476774.47	15
52-00	OPERATING SUPPLIES	67417	171543.97	255	205565	267853.88	130	55282.33	812433	489296.79	40
52-02	UNIFORMS	1685	770.00	46	5055	1751.47	35	4609.13	20230	13869.40	31
52-05	EMS 1st RESP-CONSUM SUPP	3373	1192.99	35	10119	4448.39	44	27631.61	40480	8400.00	79
52-07	JANITORIAL SUPPLIES	2221	1707.76	77	6663	4491.10	67	.00	26676	22184.90	17
52-10	HEATING FUEL	128	97.51	76	384	289.32	75	1246.68	1536	.00	100
52-30	FUEL, OIL, & LUBRICANTS	18495	16697.65	90	55485	35764.42	65	.00	221982	186217.58	16
52-33	EMPLOYEE HEALTH CENTER	4889	.00	0	14667	6185.54	42	52492.46	58678	.00	100
52 **	OPERATING SUPPLIES	98208	192009.88	196	297938	320784.12	108	141262.21	1182015	719968.67	39

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	1250	.00	0	3750	1019.50	27	3980.50	15000	10000.00	33
53 **	ROAD MATERIALS/SUPPLIES	1250	.00	0	3750	1019.50	27	3980.50	15000	10000.00	33
54-00	MEMBERSHIP/PUBLICATIONS	3056	730.85	24	9168	12016.21	131	210.50	36767	24540.29	33
54 **	MEMBERSHIP/PUBLICATIONS	3056	730.85	24	9168	12016.21	131	210.50	36767	24540.29	33
55-00	TRAINING	7213	3020.00	42	21639	23577.63	109	.00	86658	63080.37	27
55-01	EDA PROGRAM	833	.00	0	2499	636.84	26	.00	10000	9363.16	6
55 **	TRAINING	8046	3020.00	38	24138	24214.47	100	.00	96658	72443.53	25
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	411	363.43	88	411	363.43	88	.00	4114	3750.57	9
61 **	LAND	411	363.43	88	411	363.43	88	.00	4114	3750.57	9
62-00	BUILDINGS	14583	.00	0	43749	.00	0	8259.15	175000	166740.85	5
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	14583	.00	0	43749	.00	0	8259.15	175000	166740.85	5
63-00	INFRASTRUCTURE	233883	9544.00	4	701649	9544.00	1	16211.00	2806607	2780852.00	1
63 **	INFRASTRUCTURE	233883	9544.00	4	701649	9544.00	1	16211.00	2806607	2780852.00	1
64-00	MACHINERY AND EQUIPMENT	26200	.00	0	77844	113353.96	146	36376.80	313675	163944.24	48
64-01	JAG GRANT	1955	.00	0	5865	.00	0	.00	23464	23464.00	0
64-15	IT HARDWARE	11449	.00	0	35683	.00	0	.00	138747	138747.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	39604	.00	0	119392	113353.96	95	36376.80	475886	326155.24	32

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	69716	.00	0	209148	.00	0	.00	836592	836592.00	0
81 **	AIDS TO GOVT AGENCY	69716	.00	0	209148	.00	0	.00	836592	836592.00	0
82-01	ECON DEV INCENTIVE CONTR	83333	.00	0	249999	.00	0	.00	1000000	1000000.00	0
82 **	AID PRIVATE ORGANIZATION	83333	.00	0	249999	.00	0	.00	1000000	1000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	3798	.00	0	.00	15200	15200.00	0
83 **	OTHER GRANTS AND AIDS	1266	.00	0	3798	.00	0	.00	15200	15200.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3093604	2203264.60	71	9296337	6795151.65	73	2589397.49	37096566	27712016.86	25
GRAND	TOTAL *********										
		3093604	2203264.60	71	9296337	6795151.65	73	2589397.49	37096566	27712016.86	25

FY 2018 Budget by Classification Report - Summary Listing

Through 12/31/2017

Target for December is 25%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,863,827		$ 739,455.00	$ 1,124,372.00	40%
CHARGES FOR SERVICES	$ 54,576,227		$ 14,000,837.64	$ 40,575,389.36	26%
MISCELLANEOUS	$ 307,595		$ (13,824.60)	$ 321,419.60	-4%
OTHER SOURCES (NON-REVENUE)	$ 31,000,499		$ 232,938.94	$ 30,767,560.06	1%
REVENUE TOTALS	**$ 87,748,148**	-	**$ 14,959,406.98**	**$ 72,788,741.02**	**17%**
				$ 19,253,677.91	
EXPENSE					
SALARIES AND BENEFITS	$ 14,354,923	$ 2,412.00	$ 2,883,720.84	$ 11,468,790.16	20%
OPERATING EXPENDITURES	$ 24,940,566	$ 6,135,696.08	$ 4,281,848.02	$ 14,523,021.90	42%
CAPITAL OUTLAY	$ 32,516,102	$ 6,051,625.21	$ 22,128.48	$ 26,442,348.31	19%
GRANTS, AIDS AND OTHER	$ 15,936,557	$ -	$ 2,407,038.00	$ 13,529,519.00	15%
EXPENSE TOTALS	**$ 87,748,148**	**$ 12,189,733.29**	**$ 9,594,735.34**	**$ 65,963,679.37**	25%
REVENUE TOTALS	**$ 87,748,148**	**$ -**	**$ 14,959,406.98**	**$ 72,788,741.02**	**17%**
EXPENSE TOTALS	**$ 87,748,148**	**$ 12,189,733.29**	**$ 9,594,735.34**	**$ 65,963,679.37**	**25%**
	$ -	**$ (12,189,733.29)**	**$ 5,364,671.64**		

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	71,887	116,380.00	162	215,661	376,605.00	175	862,654	486,049.00
03 11	WATER - COMMERCIAL	73,954	16,625.00	23	221,862	285,600.00	129	887,457	601,857.00
03 20	SEWER - RESIDENTIAL	852	.00		2,556	1,250.00	49	10,235	8,985.00
03 21	SEWER - COMMERCIAL	8,623	10,625.00	123	25,869	76,000.00	294	103,481	27,481.00
03 *	IMPACT FEES	155,316	143,630.00	93	465,948	739,455.00	159	1,863,827	1,124,372.00
324 **	IMPACT FEES	155,316	143,630.00	93	465,948	739,455.00	159	1,863,827	1,124,372.00
320 ***	OTHER PERMITS & FEES	155,316	143,630.00	93	465,948	739,455.00✓	159	1,863,827✓	1,124,372.00 ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,842,814	3,940,558.91	103	11,528,442	11,577,247.23	100	46,113,775	34,536,527.77
33 00	WATER CONNECTION FEE	20,000	42,850.00	214	60,000	136,100.89	227	240,000	103,899.11
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	42,850.00	214	60,000	136,100.89	227	240,000	103,899.11
36 00	WATER HYDRANT FEES	217,357	255,535.29	118	652,071	764,034.44	117	2,608,291	1,844,256.56
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	400.00	301	399	1,100.00	276	1,600	500.00
39 07	BACKFLOW DEVICE TEST	12,083	13,829.53	115	36,249	41,528.26	115	145,000	103,471.74
39 08	JUMPER METERS	58	250.00	431	174	500.00	287	700	200.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,500.00	150	3,000	5,000.00	167	12,000	7,000.00
39 10	BACKFLOW PRV/RLCT TEMP	41	5.42	13	123	116.26	95	500	383.74
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	15,984.95	120	39,945	48,244.52	121	159,800	111,555.48
51 00	SEWER SALES	425,692	483,618.49	114	1,277,076	1,391,683.21	109	5,108,310	3,716,626.79
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	425,692	483,618.49	114	1,277,076	1,391,683.21	109	5,108,310	3,716,626.79
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	585.44	114	1,548	1,778.33	115	6,200	4,421.67
60 00	REUSE WATER	27,737	25,630.18	92	83,211	79,728.97	96	332,851	253,122.03
60 01	REUSE WATER INSTALLATION	583	1,001.46	172	1,749	2,020.05	116	7,000	4,979.95
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	28,320	26,631.64	94	84,960	81,749.02	96	339,851	258,101.98
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,548,014	4,765,764.72	105	13,644,042	14,000,837.64	103	54,576,227	40,575,389.36
340 ***	CHARGES FOR SERVICES	4,548,014	4,765,764.72	105	13,644,042	14,000,837.64✓	103	54,576,227✓	40,575,389.36✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		60,321	20,337.08-	34	241,295	261,632.08
10 10	SBA	0	.00		0	.25		0	.25-
10 *	INTEREST	20,107	.00		60,321	20,336.83-	34	241,295	261,631.83
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	22,354.92-		0	22,354.92
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	.00		60,321	42,691.75-	71	241,295	283,986.75

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	19,332.50	1547	3,750	19,332.50	516	15,000	4,332.50-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	19,332.50	1547	3,750	19,332.50	516	15,000	4,332.50-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		2,499	.00		10,000	10,000.00
365 **	SALES OF SURPLUS SCRAP	833	.00		2,499	.00		10,000	10,000.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	3,508.23	105	9,999	8,234.65	82	40,000	31,765.35
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	3,508.23	105	9,999	8,234.65	82	40,000	31,765.35
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	3,508.23	105	9,999	8,234.65	82	40,000	31,765.35
360 ***	MISCELLANEOUS REVENUES	25,631	22,840.73	89	76,893	13,824.60- ✓	18	307,595 ✓	321,419.60 ✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	12,325.00		0	89,610.00		0	89,610.00-
82 00	CONTRIBUTION S MAINLAND	0	10,655.76		0	24,863.44		0	24,863.44-
83 00	CONTRIBUTION VIERA	0	39,488.50		0	118,465.50		0	118,465.50-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	39,488.50		0	118,465.50		0	118,465.50-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,602,099	.00		7,581,603	.00		31,000,499	31,000,499.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,602,099	.00		7,581,603	.00		31,000,499	31,000,499.00
389 **	NON OPERATING SOURCES	2,602,099	62,469.26	2	7,581,603	232,938.94	3	31,000,499	30,767,560.06
380 ***	OTHER SOURCES(NON-REV)	2,602,099	62,469.26	2	7,581,603	232,938.94 ✓	3	31,000,499 ✓	30,767,560.06 ✓
FUND TOTAL	WATER/SEWER ENTERPRISE	7,331,060	4,994,704.71	68	21,768,486	14,959,406.98	69	87,748,148	72,788,741.02

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	702006	558302.42	80	2106018	1690568.36	80	.00	8424116	6733547.64	20
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1447	6012.01	416	4341	8447.04	195	.00	17373	8925.96	49
12 **	REGULAR SALARIES & WAGES	703453	564314.43	80	2110359	1699015.40	81	.00	8441489	6742473.60	20
13-00	OTHER SALARIES & WAGES	44562	33439.80	75	133686	105689.72	79	.00	534767	429077.28	20
13 **	OTHER SALARIES & WAGES	44562	33439.80	75	133686	105689.72	79	.00	534767	429077.28	20
14-00	OVERTIME	36516	35831.67	98	109548	125295.00	114	.00	438244	312949.00	29
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	36516	35831.67	98	109548	125295.00	114	.00	438244	312949.00	29
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1409	110.00	8	4227	15790.00	374	.00	16925	1135.00	93
20 **	CLOTHING/SHOE ALLOWANCE	1409	110.00	8	4227	15790.00	374	.00	16925	1135.00	93
21-00	FICA TAXES	58143	45950.65	79	174429	142228.24	82	.00	697754	555525.76	20
21 **	FICA TAXES	58143	45950.65	79	174429	142228.24	82	.00	697754	555525.76	20
22-00	RETIREMENT CONTRIBUTIONS	90226	53607.80	59	270678	162690.37	60	.00	1082743	920052.63	15
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	90226	53607.80	59	270678	162690.37	60	.00	1082743	920052.63	15
23-00	LIFE/HEALTH INSURANCE	190457	152654.66	80	571371	456386.42	80	.00	2285528	1829141.58	20
23-02	LIFE/HEALTH RETIREES	16545	10424.64	63	49635	29980.56	60	2412.00	198547	166154.44	16
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	207002	163079.30	79	621006	486366.98	78	2412.00	2484075	1995296.02	20
24-00	WORKER'S COMPENSATION	41291	36117.69	88	123873	115945.13	94	.00	495526	379580.87	23

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41291	36117.69	88	123873	115945.13	94	.00	495526	379580.87	23
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	13200	10300.00	78	39600	30700.00	78	.00	158400	127700.00	19
27 **	CAFETERIA PLAN	13200	10300.00	78	39600	30700.00	78	.00	158400	127700.00	19
31-00	PROFESSIONAL SERVICES	153810	1195.00	1	456672	7746.81	2	139429.00	1840989	1693813.19	8
31-01	LEGAL EXPENSES	6208	1820.00	29	18624	5057.80	27	44942.20	74503	24503.00	67
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	1500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	10723	.00	0	32169	10040.70	31	118644.30	128685	.00	100
31 **	PROFESSIONAL SERVICES	171241	3015.00	2	508965	22845.31	5	303015.50	2050177	1724316.19	16
32-00	ACCOUNTING & AUDITING	3625	.00	0	10875	6000.00	55	37500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	10875	6000.00	55	37500.00	43500	.00	100
34-00	CONTRACT SERVICES	112311	1353.00	1	340983	34996.41	10	182968.99	1351801	1133835.60	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	461301	461302.00	100	1383903	1383906.00	100	.00	5535621	4151715.00	25
34 **	CONTRACT SERVICES	573612	462655.00	81	1724886	1418902.41	82	182968.99	6887422	5285550.60	23
39-00	CONTINGENCY	4882	.00	0	106202	.00	0	.00	150149	150149.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	4882	.00	0	106202	.00	0	.00	150149	150149.00	0
40-00	TRAVEL AND PER DIEM	2316	28.10	1	6948	7.90-	0	.00	27815	27822.90	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2316	28.10	1	6948	7.90-	0	.00	27815	27822.90	0
41-00	COMMUNICATION	10645	3771.17	35	31935	23576.80	74	85901.34	127755	18276.86	86
41 **	COMMUNICATION	10645	3771.17	35	31935	23576.80	74	85901.34	127755	18276.86	86
42-00	FREIGHT & POSTAGE SERVICE	3063	1997.80	65	8917	4118.38	46	7283.86	36510	25107.76	31
42 **	FREIGHT & POSTAGE SERVICE	3063	1997.80	65	8917	4118.38	46	7283.86	36510	25107.76	31
43-00	ELECTRIC/WATER/SEWER	202161	140076.87	69	606483	335994.29	55	2071286.48	2425955	18674.23	99
43 **	ELECTRIC/WATER/SEWER	202161	140076.87	69	606483	335994.29	55	2071286.48	2425955	18674.23	99
44-00	RENTAL AND LEASES	2451	940.00	38	8162	2629.02	32	4585.98	30250	23035.00	24
44 **	RENTAL AND LEASES	2451	940.00	38	8162	2629.02	32	4585.98	30250	23035.00	24
45-00	INSURANCE	31417	91236.71	290	94251	191821.53	204	.00	377049	185227.47	51
45 **	INSURANCE	31417	91236.71	290	94251	191821.53	204	.00	377049	185227.47	51
46-00	REPAIRS & MAINTENANCE	645024	568194.60	88	1853474	1291152.72	70	1489656.70	7658716	4877906.58	36
46-02	REPAIR/MAINT BUILDING	20127	4124.22	21	60381	5092.81	8	3122.21	241534	233318.98	3
46-03	REPAIR/MAINT-VEHICLES	16913	3470.94	21	50739	11684.88	23	1688.47	202998	189624.65	7
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	682064	575789.76	84	1964594	1307930.41	67	1494467.38	8103248	5300850.21	35
47-00	PRINTING & BINDING	585	.00	0	1755	.00	0	.00	7050	7050.00	0
47 **	PRINTING & BINDING	585	.00	0	1755	.00	0	.00	7050	7050.00	0
48-00	PROMOTIONAL ACTIVITIES	1946	150.00	8	5278	2233.26	42	.00	22802	20568.74	10
48 **	PROMOTIONAL ACTIVITIES	1946	150.00	8	5278	2233.26	42	.00	22802	20568.74	10
49-00	OTHER CHARGES & OBLIG.	2950	5557.70	188	8850	8686.99	98	3000.00	35440	23753.01	33
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	3268.03-	22-	43749	19278.22-	44-	.00	175000	194278.22	11-
49-08	CASH OVER & UNDER	25	.00	0	75	84.00	112	.00	300	216.00	28
49-09	DOCUMENT RECORDING CHGS	250	300.00-	120-	750	43.60-	6-	.00	3000	3043.60	2-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17808	1989.67	11	53424	10550.83-	20-	3000.00	213740	221290.83	4-
52-00	OPERATING SUPPLIES	52828	73336.46	139	157008	232160.73	148	148507.69	632488	251819.58	60
52-07	JANITORIAL SUPPLIES	852	302.91	36	2556	1910.17	75	.00	10240	8329.83	19
52-09	CHEMICALS	270406	133762.26	50	811218	645581.04	80	1682389.04	3244883	916912.92	72
52-30	FUEL OIL & LUBRICANTS	24309	19816.13	82	72927	49994.15	69	67038.07	291755	174722.78	40
52-33	EMPLOYEE HEALTH CENTER	3357	.00	0	10071	4247.25	42	36043.75	40291	.00	100
52 **	OPERATING SUPPLIES	351752	227217.76	65	1053780	933893.34	89	1933978.55	4219657	1351785.11	68
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	11244	.00	0	.00	45000	45000.00	0
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	11244	.00	0	.00	45000	45000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	3156	1202.00	38	9468	30748.00	325	.00	37905	7157.00	81
54 **	MEMBERSHIP/PUBLICATIONS	3156	1202.00	38	9468	30748.00	325	.00	37905	7157.00	81
55-00	TRAINING	10588	5124.00	48	31764	11714.00	37	11708.00	127082	103660.00	18
55-01	EDA PROGRAM	625	.00	0	1875	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11213	5124.00	46	33639	11714.00	35	11708.00	134582	111160.00	17
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	16248	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	16248	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2563670	141518.23	6	7502638	313330.05-	4-	4688942.66	30575667	26200054.39	14
63 **	INFRASTRUCTURE	2563670	141518.23	6	7502638	313330.05-	4-	4688942.66	30575667	26200054.39	14
64-00	MACHINERY & EQUIPMENT	85310	.00	0	252536	335458.53	133	562098.86	1020351	122793.61	88

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 421	WATER/SEWER ENTERPRISE										
64-15	IT HARDWARE	10620	.00	0	31860	.00	0	102960.00	127460	24500.00	81
64 **	MACHINERY & EQUIPMENT	95930	.00	0	284396	335458.53	118	665058.86	1147811	147293.61	87
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	63928	.00	0	152260	.00	0	697623.69	727624	30000.31	96
68 **	INTANGIBLE ASSETS	63928	.00	0	152260	.00	0	697623.69	727624	30000.31	96
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	249	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	249	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	514307	513152.00	100	1541765	1539456.00	100	.00	6170543	4631087.00	25
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	722057	177600.00	25	2166171	592500.00	27	.00	8664686	8072186.00	7
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1236364	690752.00	56	3707936	2131956.00	58	.00	14835229	12703273.00	14
95-01	6% ILO FRANCHISE FEE	91694	91694.00	100	275082	275082.00	100	.00	1100328	825246.00	25
95 **	NONOPERATING	91694	91694.00	100	275082	275082.00	100	.00	1100328	825246.00	25
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	7330988	3381909.41	46	21768269	9594735.34	44	12189733.29	87748148	65963679.37	25
GRAND	TOTAL *********										
		7330988	3381909.41	46	21768269	9594735.34	44	12189733.29	87748148	65963679.37	25

FY 2018 Budget by Classification Report - Summary Listing

Through 12/31/2017

Target for December is 25%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,426,915		$ 396,356.82	$ 1,030,558.18	28%
MISCELLANEOUS	$ 3,000		$ (438.27)	$ 3,438.27	-15%
OTHER SOURCES (NON-REVENUE)	$ 893,769		$ 55,000.00	$ 838,769.00	6%
REVENUE TOTALS	**$ 2,323,684**	**-**	**$ 450,918.55**	**$ 1,872,765.45**	**19%**
EXPENSE					
SALARIES AND BENEFITS	$ 654,985	$ -	$ 132,785.01	$ 522,199.99	20%
OPERATING EXPENDITURES	$ 420,219	$ 120,552.10	$ 46,343.82	$ 253,323.08	40%
CAPITAL OUTLAY	$ 1,238,885	$ 420,970.16	$ (12,687.06)	$ 830,601.90	33%
OTHER SOURCES (NON-REVENUE)	$ 9,595	$ -	$ -	$ 9,595.00	0%
EXPENSE TOTALS	**$ 2,323,684**	**$ 541,522.26**	**$ 166,441.77**	**$ 1,615,719.97**	**30%**
REVENUE TOTALS	**$ 2,323,684**	**$ -**	**$ 450,918.55**	**$ 1,872,765.45**	**19%**
EXPENSE TOTALS	**$ 2,323,684**	**$ 541,522.26**	**$ 166,441.77**	**$ 1,615,719.97**	**30%**
	$ -	**$ (541,522.26)**	**$ 284,476.78**		

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	118,909	124,893.49	105	356,727	396,356.82	111	1,426,915	1,030,558.18
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	118,909	124,893.49	105	356,727	396,356.82	111	1,426,915	1,030,558.18
343 **	PHYSICAL ENVIRONMENT	118,909	124,893.49	105	356,727	396,356.82	111	1,426,915	1,030,558.18
340 ***	CHARGES FOR SERVICES	118,909	124,893.49	105	356,727	396,356.82 ✓	111	1,426,915 ✓	1,030,558.18 ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	.00		750	130.05-	17	3,000	3,130.05
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	.00		750	130.05-	17	3,000	3,130.05
20 00	DIVIDENDS	0	.00		0	8.66		0	8.66-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	316.88-		0	316.88
361 **	INTEREST AND OTHR EARNING	250	.00		750	438.27-	58	3,000	3,438.27
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALES OF SURPLUS SCRAP								
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	.00		750	438.27- ✓	58	3,000 ✓	3,438.27 ✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	55,000.00		0	55,000.00-
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	74,480	.00		223,440	.00		893,769	893,769.00
99 *	BALANCE FORWARD	74,480	.00		223,440	.00		893,769	893,769.00
389 **	NON OPERATING SOURCES	74,480	.00		223,440	55,000.00	25	893,769	838,769.00
380 ***	OTHER SOURCES(NON-REV)	74,480	.00		223,440	55,000.00 ✓	25	893,769 ✓	838,769.00 ✓
FUND TOTAL	STORMWATER UTILITY	193,639	124,893.49	65	580,917	450,918.55 ✓	78	2,323,684 ✓	1,872,765.45 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	30790	23668.01	77	92370	71165.90	77	.00	369490	298324.10	19
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	30790	23668.01	77	92370	71165.90	77	.00	369490	298324.10	19
13-00	OTHER SALARIES & WAGES	3553	3034.49	85	10659	9422.90	88	.00	42643	33220.10	22
13 **	OTHER SALARIES & WAGES	3553	3034.49	85	10659	9422.90	88	.00	42643	33220.10	22
14-00	OVERTIME	302	2.55	1	906	1941.33	214	.00	3631	1689.67	54
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	302	2.55	1	906	1941.33	214	.00	3631	1689.67	54
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	135	550.00	407	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	135	550.00	407	.00	550	.00	100
21-00	FICA TAXES	2441	1823.06	75	7323	5680.84	78	.00	29297	23616.16	19
21 **	FICA TAXES	2441	1823.06	75	7323	5680.84	78	.00	29297	23616.16	19
22-00	RETIREMENT CONTRIBUTIONS	3108	2435.55	78	9324	7505.40	81	.00	37298	29792.60	20
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3108	2435.55	78	9324	7505.40	81	.00	37298	29792.60	20
23-00	LIFE/HEALTH INSURANCE	9271	7545.18	81	27813	22803.29	82	.00	111261	88457.71	21
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9271	7545.18	81	27813	22803.29	82	.00	111261	88457.71	21
24-00	WORKER'S COMPENSATION	4387	3816.61	87	13161	12355.35	94	.00	52655	40299.65	24
24 **	WORKER'S COMPENSATION	4387	3816.61	87	13161	12355.35	94	.00	52655	40299.65	24

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	440.00	65	2040	1360.00	67	.00	8160	6800.00	17
27 **	CAFETERIA PLAN	680	440.00	65	2040	1360.00	67	.00	8160	6800.00	17
31-00	PROFESSIONAL SERVICES	9583	.00	0	28749	.00	0	95791.00	115000	19209.00	83
31-01	LEGAL EXPENSES	41	.00	0	123	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	400	.00	0	1200	375.60	31	4433.40	4809	.00	100
31 **	PROFESSIONAL SERVICES	10024	.00	0	30072	375.60	1	100224.40	120309	19709.00	84
34-00	CONTRACT SERVICES	416	.00	0	1248	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7632	7633.00	100	22896	22899.00	100	.00	91595	68696.00	25
34 **	CONTRACT SERVICES	8048	7633.00	95	24144	22899.00	95	.00	96595	73696.00	24
39-00	CONTINGENCY	2501	.00	0	7503	.00	0	.00	30015	30015.00	0
39 **	CONTINGENCY	2501	.00	0	7503	.00	0	.00	30015	30015.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	1200	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	1200	.00	0	.00	4800	4800.00	0
41-00	COMMUNICATION	200	.00	0	600	157.58	26	1342.42	2403	903.00	62
41 **	COMMUNICATION	200	.00	0	600	157.58	26	1342.42	2403	903.00	62
42-00	POSTAGE & FREIGHT	83	.00	0	249	32.76	13	.00	1000	967.24	3
42 **	POSTAGE & FREIGHT	83	.00	0	249	32.76	13	.00	1000	967.24	3
43-00	ELECTRIC/WATER/SEWER	1625	1135.61	70	4875	2390.09	49	15302.93	19500	1806.98	91
43 **	ELECTRIC/WATER/SEWER	1625	1135.61	70	4875	2390.09	49	15302.93	19500	1806.98	91
44-00	RENTALS AND LEASES	188	.00	0	647	.00	0	.00	2350	2350.00	0
44 **	RENTALS AND LEASES	188	.00	0	647	.00	0	.00	2350	2350.00	0
45-00	INSURANCE	625	1877.25	300	1875	3754.50	200	.00	7510	3755.50	50
45 **	INSURANCE	625	1877.25	300	1875	3754.50	200	.00	7510	3755.50	50

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3979	744.77	19	11937	3032.79	25	.00	47750	44717.21	6
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2352	1076.78	46	7056	2398.15	34	.00	28235	25836.85	9
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6331	1821.55	29	18993	5430.94	29	.00	75985	70554.06	7
47-00	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	416	.00	0	1248	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	833	123.18-	15-	2499	541.72-	22-	.00	10000	10541.72	5-
49 **	OTHER CHARGES & OBLIG.	1249	123.18-	10-	3747	541.72-	15-	.00	15000	15541.72	4-
52-00	OPERATING SUPPLIES	1148	3622.64	316	3444	4753.22	138	2333.20	13780	6693.58	51
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1913	2476.62	130	5739	5933.00	103	.00	22964	17031.00	26
52-33	EMPLOYEE HEALTH CENTER	125	.00	0	375	158.85	42	1349.15	1508	.00	100
52 **	OPERATING SUPPLIES	3186	6099.26	191	9558	10845.07	114	3682.35	38252	23724.58	38
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	83	650.00	783	249	650.00	261	.00	1000	350.00	65
54 **	MEMBERSHIP/PUBLICATIONS	83	650.00	783	249	650.00	261	.00	1000	350.00	65
55-00	TRAINING	375	50.00	13	1125	350.00	31	.00	4500	4150.00	8
55 **	TRAINING	375	50.00	13	1125	350.00	31	.00	4500	4150.00	8
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	90651	.00	0	271953	12687.06-	5-	307407.00	1087821	793101.06	27
63 **	INFRASTRUCTURE	90651	.00	0	271953	12687.06-	5-	307407.00	1087821	793101.06	27
64-00	MACHINERY & EQUIPMENT	12588	.00	0	37764	.00	0	113563.16	151064	37500.84	75
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	12588	.00	0	37764	.00	0	113563.16	151064	37500.84	75
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	806	.00	0	2335	.00	0	.00	9595	9595.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	806	.00	0	2335	.00	0	.00	9595	9595.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	193623	61908.94	32	580869	166441.77	29	541522.26	2323684	1615719.97	31
GRAND	TOTAL *********	193623	61908.94	32	580869	166441.77	29	541522.26	2323684	1615719.97	31

Legislation Details (With Text)

File #:	18-19	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/10/2018			**In control:**	City Council
On agenda:	1/23/2018			**Final action:**	
Title:	FY 2018 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December FY 2018 EXPENSE Budget Tracking Worksheet.pdf December FY 2018 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2018
Agenda Date: January 23, 2018
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2018 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2018 thru December 31, 2017.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2018 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
12/27/17	001-1000-511.52-00	(145)	COUNCIL D. BOISVERT UPGRD TO I-PHONE-6 & CASE		1002
	001-1000-511.41-00	145			
1 Budget Amendments/Transfers			Division 1000 Total	$0	
1103 - INFORMATION TECHNOLOGY					
11/14/17	001-1103-516.44-00	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-1103-516.52-00	3,825			
	001-1103-516.44-00	8,896			
	001-1103-516.52-00	750	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-1103-516.52-00	1,251			
	001-1103-516.44-00	1,400			
	001-1103-516.44-00	1,917			
	001-1103-516.44-00	2,947			
	001-1103-516.44-00	4,311			
	001-1103-516.52-00	6,408			
	001-1103-516.44-00	7,209			
12/20/17	001-1103-516.64-15	(6,675)	COVER RENOVATION OF EOC CARRY OVER FROM FY17		962
	001-1103-516.64-00	6,675			
3 Budget Amendments/Transfers			Division 1103 Total	$39,824	
1500 - FINANCE GENERAL ACCOUNTNG					
11/06/17	001-1500-513.52-00	(250)	COVER COST OF ADVERTISMNT FOR INVEST MNGMT RFQ		382
	001-1500-513.49-02	250			
12/18/17	001-1500-513.49-00	2,682	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
2 Budget Amendments/Transfers			Division 1500 Total	$2,682	
1510 - FINANCE UTILITY ACCOUNTNG					
12/18/17	001-1510-536.52-00	(2,682)	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
1 Budget Amendments/Transfers			Division 1510 Total	($2,682)	
1600 - GENERAL OPERATIONS					
11/14/17	001-1600-513.39-00	(90,440)	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1600 Total	($90,440)	
1601 - EMERGENCY/DISASTER SVS					
11/14/17	001-1601-525.34-00	90,440	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
1	Budget Amendments/Transfers		Division 1601 Total	$90,440	
2100 - POLICE ADMIN/OPERATIONS					
10/10/17	001-2100-521.64-00	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
11/01/17	001-2100-521.46-00	1,890	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2100-521.44-00	(3,362)	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2100-521.44-00	(1,760)			
	001-2100-521.41-00	1,122			
	001-2100-521.31-00	3,000			
	001-2100-521.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2100-521.44-00	(2,050)			
	001-2100-521.44-00	(2,010)			
	001-2100-521.52-00	(1,408)			
11/28/17	001-2100-521.44-00	(4,387)	TASER CARTRIDGES RECLASS TO OPERATING FROM LEASES		588
	001-2100-521.52-00	4,387			
12/15/17	001-2100-521.64-01	(23,464)	MOVE FUNDS INTO JAG GRANT PROJECT NUMBER		888
	001-2100-521.64-01	23,464			
6	Budget Amendments/Transfers		Division 2100 Total	($6,279)	
2101 - POLICE COMMUNICATIONS					
11/01/17	001-2101-521.46-00	(1,890)	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2101-521.44-00	(3,149)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2101-521.52-00	(2,000)			
2	Budget Amendments/Transfers		Division 2101 Total	($7,039)	
2132 - CODE ENFORCEMENT					
11/14/17	001-2132-524.41-00	1,000	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2132-524.44-00	(1,400)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2132-524.52-00	(1,251)			
2	Budget Amendments/Transfers		Division 2132 Total	($1,651)	
2200 - FIRE ADMINISTRATION					
10/10/17	001-2200-522.64-00	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	001-2200-522.52-00	(41)	BUDGET TXFR INCREASE IN NFPA SUBSCRIPTION		269
	001-2200-522.54-00	41			
11/14/17	001-2200-522.44-00	(1,917)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
3	Budget Amendments/Transfers		Division 2200 Total	$25,601	
2201 - FIRE OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/15/17	001-2201-522.46-00	(467)	CORRECT BUDGET SHORTFALL DUE TO MISCALCULATION		890
	001-2201-522.64-00	467			
12/27/17	001-2201-522.64-00	(5,862)	BDGT TXFR LIFE PACK SERV AGREE FRM CAPITAL TO R&M		1004
	001-2201-522.46-00	5,862			
2	Budget Amendments/Transfers			Division 2201 Total $0	
3200 - ADMINISTRATION					
11/14/17	001-3200-515.44-00	(2,256)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/20/17	001-3200-515.49-00	(4,114)	CLOSING COSTS FOR ACQUSTN OF 1408 DONNA AVENUE		962
	001-3200-515.61-00	4,114			
2	Budget Amendments/Transfers			Division 3200 Total ($2,256)	
3205 - ECONOMIC DEVELOPMENT					
12/05/17	001-3205-559.49-05	(18,715)	NO FUNDS BUDGETED FOR PROJECT # CS17FA IN FY18		698
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-05	18,715			
12/18/17	001-3205-559.49-05	(18,715)	CORRECT BROWNSFIELDS PROJ NUMBER CHARGES		908
	001-3205-559.49-05	(13,350)			
	001-3205-559.49-05	(7,767)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,767			
	001-3205-559.49-06	13,350			
	001-3205-559.49-05	18,715			
2	Budget Amendments/Transfers			Division 3205 Total $0	
3290 - LEISURE SERVICES					
11/14/17	001-3290-574.24-00	646	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3290-574.22-00	878			
	001-3290-574.21-00	893			
	001-3290-574.13-00	11,669			
	001-3290-574.44-00	(2,055)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
2	Budget Amendments/Transfers			Division 3290 Total $12,031	
3500 - ADMINISTRATION					
11/14/17	001-3500-519.44-00	(907)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/14/17	001-3500-519.52-00	(500)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
1 Budget Amendments/Transfers			Division 3500 Total	($1,407)	
3520 - PARKS & BEAUTIFICATION					
10/31/17	001-3520-572.34-09	(5,000)	COVER MOWING SERVICES BETWEEN FY17 & FY18		288
	001-3520-572.14-00	5,000			
11/29/17	001-3520-572.34-09	(5,000)	COVER IN HOUSE MOWING SVC BETWEEN FISCAL YEARS		638
	001-3520-572.14-00	5,000			
12/05/17	001-3520-572.52-00	(2,490)	MOVE FROM OPER TO CAP FOR CHRISTMAS TREE PRCHSE		699
	001-3520-572.64-00	2,490			
12/12/17	001-3520-572.34-09	(35,000)	INMATE WORK SQUAD FROM FL DEPT OF CORRECTIONS		894
	001-3520-572.52-00	(14,866)			
	001-3520-572.34-00	49,866			
4 Budget Amendments/Transfers			Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/14/17	001-3540-519.44-00	(540)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3540-519.52-00	(250)			
1 Budget Amendments/Transfers			Division 3540 Total	($790)	
3560 - FACILITY MANAGEMENT					
10/10/17	001-3560-519.52-00	(45,914)	LEE WENNER PARK MAINT BUDGETED IN WRONG ACCT		70
	001-3560-519.46-02	45,914			
11/14/17	001-3560-519.12-00	(11,669)	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3560-519.21-00	(893)			
	001-3560-519.22-00	(878)			
	001-3560-519.24-00	(646)			
	001-3560-519.44-00	(1,500)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
3 Budget Amendments/Transfers			Division 3560 Total	($15,586)	
3580 - CAPITAL PROJECTS MNGMT					
10/25/17	001-3580-519.44-00	(300)	COMM ACCT NEEDS FNDS TO COVER CITY CELL PHONE		240
	001-3580-519.41-00	300			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
40 Total Budget Amendments/Transfers			**GENERAL FUND**	**$42,448**	
3240 - HOUSING GRANTS					
12/05/17	105-3240-554.83-00	(2,605)	SHIP HOUSING COUNSELING FUNDS RECLASS TO ADMIN		699
	105-3240-554.34-00	2,605			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$0**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3230 - CRA ADMIN/OPERATIONS					
11/30/17	110-3230-559.63-00	(12,706)	COVER DEMOLISHING & BLDNG PLAYGROUND IN LEE WENNER		646
	110-3230-559.31-00	12,706			
12/05/17	110-3230-559.39-00	(35,000)	COVER COSTS FOR DEVELPMNT OF 5 YR COCOA WTRFRNT PLN		699
	110-3230-559.31-00	35,000			
12/27/17	110-3230-559.52-00	(1)	BUDGET TXFR CRA PROF SRV ROUNDING ERROR CORRECT		1003
	110-3230-559.31-00	1			
3 Budget Amendments/Transfers			Division 3230 Total	$0	
3 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
10/27/17	301-3580-519.62-00	(20,000)	TXFR TO COVER SHORTAGE FURN NOT BUDGETED 2017		267
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	12,740			
11/03/17	301-3580-519.62-00	(12,866)	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364
	301-3580-519.62-00	(12,470)			
	301-3580-519.64-00	12,470			
	301-3580-519.64-00	12,866			
11/14/17	301-3580-519.62-00	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
3 Budget Amendments/Transfers			Division 3580 Total	$15,000	
3 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
1515 - FIELD SERVICES					
10/10/17	421-1515-536.46-00	(11,870)	COVER PURCHASE OF TWO ADDTNL NEPTUNE RANGER		99
	421-1515-536.64-15	11,870			
1 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
10/24/17	421-4010-536.31-00	(48,250)	FUND THE CENTRAL FL WATER INITIATIVE		219
	421-4010-536.31-00	48,250			
10/27/17	421-4010-536.39-00	(611,445)	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
	421-4010-536.31-01	(5,497)	TXFR JOINT FUNDING (USGS) H2O QLTY		271
	421-4010-536.34-00	5,497			
11/14/17	421-4010-536.44-00	(1,792)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4010-581.91-01	3,700			
	421-4010-581.91-01	9,021			
11/22/17	421-4010-536.31-01	(50,000)	ASSOCIATE BUDGET WITH PROJECT # WS0919		558
	421-4010-536.31-01	50,000			
12/12/17	421-4010-536.39-00	(433,988)	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/12/17	421-4010-536.39-00	(23,792)	FY17 TO FY18 CONTINUATION OF WORK		893
	421-4010-536.31-00	23,792			
12/15/17	421-4010-536.34-00	(2,802)	PRCHSE CITY BRANDED WATER BOTTLES - 360 CASES		890
	421-4010-536.34-00	(1,360)			
	421-4010-536.42-00	1,360			
	421-4010-536.48-00	2,802			
8	Budget Amendments/Transfers		Division 4010 Total	1,034,504)	
4020 - DYAL PLANT					
11/14/17	421-4020-536.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4020-536.44-00	(1,704)			
12/12/17	421-4020-536.63-00	430,261	FY17 TO FY18 CONTINUATION OF WORK		889
2	Budget Amendments/Transfers		Division 4020 Total	$425,557	
4025 - WATER FIELD OPERATIONS					
10/10/17	421-4025-536.64-00	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	421-4025-536.46-00	611,445	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
11/14/17	421-4025-536.44-00	(2,750)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4025-536.52-00	(700)			
11/22/17	421-4025-536.46-00	(35,199)	FINALIZE SCHOOLHOUSE LANE WATER MAIN REPLACEMENT		559
	421-4025-536.63-00	35,199			
12/12/17	421-4025-536.46-00	433,988	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892
	421-4025-536.63-00	36,394	FY17 TO FY18 CONTINUATION OF WORK		889
6	Budget Amendments/Transfers		Division 4025 Total	$1,279,867	
4055 - ENGINEERING					
11/03/17	421-4055-536.63-00	(49,440)	COVER DESIGN COSTS FOR SR 501 / CLRLKE - WS18UR		362
	421-4055-536.63-00	49,440			
12/12/17	421-4055-536.68-10	197,624	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4055-536.63-00	319,360			
12/18/17	421-4055-536.63-00	(22,230)	FY17 TO FY18 CONTINUATION OF TWO WS PROJECTS		907
	421-4055-536.63-00	10,045			
	421-4055-536.63-00	12,185			
3	Budget Amendments/Transfers		Division 4055 Total	$516,984	
4120 - WATER RECLAMATION					
11/14/17	421-4120-536.44-00	(2,100)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/12/17	421-4120-536.63-00	84,315	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4120-536.46-00	(10,000)	MOVE FNDS TO OPERATING FOR SFTWARE LICNSE RENEW		891
	421-4120-536.52-00	10,000			
12/27/17	421-4120-536.34-00	(11,000)	BDGT TXFR MOW EQ SELLERS MOVE CONTRACT TO INHOUSE		1005

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/27/17	421-4120-536.52-00	(883)	BDGT TXFR MOW EQ SELLERS MOVE CONTRACT TO INHOUSE		1005
	421-4120-536.64-00	11,883			
4 Budget Amendments/Transfers			Division 4120 Total	$82,215	
4125 - SEWER FIELD OPERATIONS					
11/03/17	421-4125-536.34-00	(11,200)	PURCHASE MOWER & TRAILER FOR LIFT STATION MAINT		364
	421-4125-536.64-00	11,200			
11/14/17	421-4125-536.44-00	(550)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4125-536.52-00	(125)			
12/12/17	421-4125-536.63-00	55,518	FY17 TO FY18 CONTINUATION OF WORK		889
3 Budget Amendments/Transfers			Division 4125 Total	$54,843	
27 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,324,962**	
3570 - STORMWATER UTILITY					
10/27/17	423-3570-538.63-00	327,407	BUDGET ADJ RES#2017-114		270
11/14/17	423-3570-538.44-00	(910)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	423-3570-581.91-01	910			
12/18/17	423-3570-538.31-00	(80,000)	PROJECT # NOT BUDGETED IN FY18 BUDGET		870
	423-3570-538.31-00	80,000			
3 Budget Amendments/Transfers			Division 3570 Total	$327,407	
3 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

77 Transfers & Amendments between 10/1/2017 and 12/31/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **1,709,817**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2018 - Budget Tracking Worksheets\FY 2018 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2018 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-0000-366.10-09	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
	001-0000-389.99-50	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
11/14/17	001-0000-381.91-23	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-0000-381.91-21	12,721			
3 Budget Amendments/Transfers			Division 0000 Total	$42,448	
3 Total Budget Amendments/Transfers			**GENERAL FUND**	**$42,448**	
11/14/17	301-0000-389.99-50	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
10/10/17	421-0000-389.99-50	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
12/12/17	421-0000-389.99-50	1,123,472	FY17 TO FY18 CONTINUATION OF WORK		889
2 Budget Amendments/Transfers			Division 0000 Total	$1,324,962	
2 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,324,962**	
10/27/17	423-0000-389.99-50	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 0000 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	
7 Transfers & Amendments between 10/1/2017 and 12/31/2017					
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**1,709,817**	

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2018 - Budget Tracking Worksheets\FY 2018 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 1/10/2018