



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

February 17, 2026

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• **PRESENTATIONS AND PROCLAMATIONS**

Montessori Education Week Proclamation 2026

Ocoee Middle School Renovation Project Update

• **STAFF REPORTS AND AGENDA REVIEW**

• **PUBLIC COMMENTS**

• **CONSENT AGENDA**

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission on a motion and a second, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of Minutes from the Regular City Commission Meeting held February 3, 2026. **(Acting City Clerk Parks)**
2. Approval of the Florida Lighting Service Agreement with Duke Energy Florida, LLC for W. Oakland Ave Lighting. **(City Engineer Womack)**
3. Approval of Flotech Environmental, LLC as a Single Source Vendor for Ocoee Hills Rd/Apricot Dr Drainage Pipe Replacement Project. **(City Engineer Womack)**
4. Acceptance of Appropriation Grant from the State of Florida for Ocoee Fire Station 38. **(Deputy Fire Chief Van Camp)**
5. Approval to Transition Fire Department Wireless Communications to FirstNet. **(Deputy Fire Chief Van Camp)**
6. Approval to Award Invitation to Bid (ITB) #26-003 City of Ocoee Downtown Septic to Sewer Connections Project. **(Procurement Manager Tolbert)**
7. Approval to Contract with Genuine Parts Company, Doing Business as NAPA and Assigned to Glenn Joiner & Son, Inc., Providing On-Site Management of the Fleet Parts Supply. **(Public Works Director Krüg)**
8. Approval of Traffic Signal Control Box Replacement - McGuire Rd. & Tomynd Rd. **(Public Works Director Krüg)**

9. Approval of Sensus Software as a Service Agreement. **(Utilities Director Bolling)**
10. Approval of Power and Pumps as Single Source Vendor for Small Lift Station Pumping Repairs and Replacements. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**
- **SECOND READING OF ORDINANCE – PUBLIC HEARING**
- **PUBLIC HEARING**
- **REGULAR AGENDA**
- **MAYOR'S ANNOUNCEMENTS**
- **COMMENTS FROM COMMISSIONERS**
(Limit to Five Minutes)
- **ADJOURNMENT**

APPEALS: In accordance with Florida Statutes § 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

ACCOMMODATIONS FOR DISABILITIES: In accordance with Florida Statute § 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.



Proclamation

- Whereas,** Montessori education, developed by Dr. Maria Montessori, is a child-centered approach that promotes independence, curiosity, respect, and a lifelong love of learning; and
- Whereas,** Montessori education emphasizes hands-on, experiential learning and supports the development of critical thinking, collaboration, creativity, and responsible citizenship; and
- Whereas,** Innovation Montessori Ocoee provides high-quality public Montessori education to families in the City of Ocoee, fostering an inclusive learning environment that honors the unique strengths and potential of every child; and
- Whereas,** Innovation Montessori Ocoee contributes to the vitality of the Ocoee community by partnering with families and educators to support academic excellence, character development, and civic engagement; and
- Whereas,** Montessori Education Week, observed February 22 through February 28, recognizes the lasting impact of Montessori education and celebrates the educators, students, and families who support this educational philosophy.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COMMISSION OF THE CITY OF OCOEE, does hereby declare the week of February 22-28, 2026, as

"Montessori Education Week"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 17th day of February, 2026.

Rusty Johnson, Mayor



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

February 3, 2026

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

Mayor Johnson called the regular session to order at **6:16 PM** in the Commission Chambers of City Hall. The invocation was led by **Ages Hart, Ocoee Resident**, followed by the Pledge of Allegiance to the Flag led by **Commissioner Oliver**. **Acting City Clerk Parks** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, and Commissioner Oliver

Absent: None

Also Present: City Manager Shadrix, City Attorney Geller, and Acting City Clerk Parks

• **PRESENTATIONS AND PROCLAMATIONS 6:17 PM**

Black History Month Proclamation 2026 – read and proclaimed by **Mayor Johnson**.

Community Relations Representative Pam Jones, with Congressman Daniel Webster's Office, presented each Commissioner with a copy of the Extension of Remarks, which is a Congressional Record. This record highlighted the City of Ocoee's 100-year anniversary celebration.

• **STAFF REPORTS AND AGENDA REVIEW 6:24 PM**

City Manager Shadrix announced that OCPS will provide a brief presentation on the proposed upgrades for Ocoee Middle School at the February 17th City Commission meeting. **City Manager Shadrix** also announced that there was a garbage truck malfunction today and the Windermere Groves subdivision was missed for pickup and will be recovered tomorrow morning. He also announced the kickoff of the Drop Savers Water Conservation Poster Contest; entries are due no later than March 1st, and winners will be announced shortly after that date. **City Manager Shadrix** asked City Attorney Geller to give an update on the statutory changes related to Senate Bill 180.

City Attorney Geller provided a summary of Senate Bill 180 (SB 180), its adoption, and its impact on the City's Envision 2045 project. He also outlined the events following the State Legislature's adoption of SB 180, including the City's filing of an administrative proceeding with the Florida Department of Administrative Hearings (DOAH). The Department responded, and an administrative law judge subsequently issued an order determining that the Department lacks legal authority under the enabling legislation to declare comprehensive plan amendments null and void. Based on this determination, it is the City's opinion that

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February 3, 2026

Envision 2045 became effective on August 28, 2025, and that the City should proceed accordingly.

• **PUBLIC COMMENTS 6:29 PM**

The following persons addressed the City Commission:

- **Dr. Jim Moyer**, *Ocoee Resident*, presented a PowerPoint to update on the Soil and Water Conservation's recent events and future plans. He also commended the City on the progress at Starke Lake and gave suggestions on complementary initiatives.
- **Agnes Hart**, *Ocoee Resident*, thanked the Mayor and City Commission for allowing him to be the keynote speaker at the Martin Luther King, Jr. celebration.

• **CONSENT AGENDA 6:35 PM**

Consent Agenda Motion

Motion: Move to adopt Consent Agenda Items #1-10, with the noted correction changing the district from District 1 to District 2 in the staff report on item #3; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held January 6, 2026. **(Acting City Clerk Parks)**
2. Approval of Ocoee Village Center — New Grocery Store & Fuel Station (Walmart Neighborhood Market) Large Scale Final Site Plan: Project No. LS-2025-007. **(Assistant City Manager Rumer)**
3. Approval of the Rocket Chimp Office Utility Easement. **(Development Engineer Keaton)**
4. Approval of a 60-day Extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, Extending the Term from March 1, 2026, to May 1, 2026, for Interim Operation of the Forest Lake Golf Course. **(Parks and Leisure Director Johnson)**
5. Approval of a Memorandum of Agreement between the Florida Department of Corrections and Ocoee Police Department. **(Police Chief Ogburn)**
6. Approval of Project Awarded Funding under the Hazard Mitigation Grant Program (HMGP). **(Public Works Director Krüg)**
7. Approval to Purchase Emergency Generator for the Ocoee Regional Law Enforcement Training Facility. **(Public Works Director Krüg)**
8. Approval of Easement with Duke Energy Florida, LLC, for the Ocoee Regional Law Enforcement Training Facility. **(Public Works Director Krüg)**
9. Approval of Preconstruction Services RFQ #25-009 Construction Manager at Risk with HJ High for the new Ocoee Fire Station #38 Facility. **(Public Works Director Krüg)**
10. Approval of Name Change and Assignment to Eurofins Drinking Water and Wastewater Southeast LLC from Eurofins Environment Testing Southeast LLC for Laboratory Services. **(Utilities Director Bolling)**

• **SECOND READING OF ORDINANCE 6:36 PM**

11. Second Reading of Annexation Ordinance 2277 Fullers Cross Rd - Barragan Property; Project No. AX-07-25-07. **(Planner I Belizaire)**

Planner I Belizaire presented a brief overview of the subject parcel and the requested annexation. She explained that the property is located on the northwest corner of Fullers Cross Road and N. Lakewood Avenue intersection. The property is approximately 5.09 acres in size and is primarily wooded and vacant; it is within the State Rd 429 overlay district interchange village character area, therefore it is subject to the area design plan. Staff supports approval of the annexation.

City Attorney Geller read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to approve Ordinance 2026-01 for 2277 Fullers Cross Rd - Barragan Property; Project No. AX-07-25-07; Moved by Commissioner Kennedy, Seconded by Commissioner Oliver; Motion carried 5-0.

• **REGULAR AGENDA 6:41 PM**

12. Code Enforcement Foreclosure and Policy Recommendations. **(Police Chief Ogburn)**

Police Chief Ogburn presented five code enforcement foreclosure and policy recommendations.

Commissioner Kennedy asked for clarification on which violations these recommendations address, and **Police Chief Ogburn** confirmed that these are for residential properties, and that homestead properties are exempt. **Commissioner Kennedy** also commented on the time frame from meeting the maximum daily threshold amount and the time foreclosure proceedings will begin. **Police Chief Ogburn** addressed his comments. **Commissioner Kennedy** also questioned the penalty for Code Enforcement Officers actively patrolling versus responding to complaints. **Police Chief Ogburn** answered his questions.

City Attorney Geller reiterated the minimum and maximum daily fine violation amounts, per Florida Statutes, and he also addressed the difference in actively patrolling code enforcement violations versus complaint-induced responses. **City Attorney Geller** then gave his opinion on the advantage of a Magistrate for code enforcement violations versus having a Code Enforcement Board. **City Manager Shadrax** stated that the city is taking a more active role in educating the community and in doing so, a large number of violations have been resolved.

Commissioner Kennedy expressed his support for switching to a magistrate.

Commissioner Wilsen inquired whether the Code Enforcement Board has a history of reducing fines, and **Police Chief Ogburn** confirmed. **Commissioner Wilsen** further

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February 3, 2026**

expressed her concerns with the code enforcement board and her support for switching to a Magistrate.

Police Chief Ogburn stated that since January 2026, a large number of fines have been paid under the lien reduction program. **Commissioner Firstner** questioned how the program works, and **City Manager Shadrix** explained. **Commissioner Firstner** stated that he supports the idea of having a Magistrate and inquired about using the same Magistrate as used in commercial cases. **Police Chief Ogburn** and **City Manager Shadrix** responded to his inquiry.

Commissioner Oliver stated that he would have liked to see the presentation and photos of properties in violation, in the staff report, prior to tonight. He further expressed his desire to adopt a plan to hold property owners accountable for their property's condition.

Mayor Johnson inquired if a rental house, that does not have homestead exemption, can be foreclosed. **City Attorney Geller** responded in the affirmative. **Mayor Johnson** further inquired about the number of Code Enforcement Officers. **Police Chief Ogburn** responded to his inquiry. **Mayor Johnson** discussed the importance of regular patrolling and expressed his support of utilizing a Magistrate.

Commissioner Wilsen inquired about the process of switching to a Magistrate from a board and **City Manager Shadrix** explained the process.

Motion: Move to Reconsider the Prior Vote to Keep the Code Enforcement Board as the Body that Adjudicates Code Enforcement Complaints Against Residential Properties; Moved by Commissioner Oliver, seconded by Commissioner Kennedy; Motion carried 5-0.

Mayor Johnson directed Staff to send letters to the Code Enforcement Board members, advising them of the changes and letting them know that if they are interested in volunteering on another board, they will be appointed as spots are available.

City Attorney Geller advised that an ordinance should be prepared to bring forth the changes discussed.

• COMMENTS FROM COMMISSIONERS 7:16 PM

Commissioner Oliver – Commented on the following: 7:16 PM - 7:21 PM

- 1) Inquired about booting illegally parked vehicles. **Police Chief Ogburn** addressed his question. **City Manager Shadrix** advised that this item can be brought as an item to the next City Commission Meeting.
- 2) Read an inspirational quote.

Commissioner Firstner – No further comments.

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Commissioner Wilsen – Commented on the following: 7:21 PM - 7:23 PM

- 1) Announced the Spring into Conservation event date.
- 2) Announced the tentative date for the next document shredding event sponsored by the Ocoee Police Department, Ocoee Lions Club, and Woman’s Club of Ocoee.

Commissioner Kennedy – No further comments.

Mayor Johnson announced the upcoming City events of the months of February and March.

Mayor Johnson – Commented on the following: 7:24 PM - 7:26 PM

- 1) Discussed parking signs along Bluford Avenue, illegal parking, and semi-trailers driving along roads on which they are prohibited.
- 2) Congratulated the Police Department on their awards ceremony.

• ADJOURNMENT 7:26 PM

APPROVED:

Attest:

City of Ocoee

Victoria Parks, Acting City Clerk

Rusty Johnson, Mayor



STAFF REPORT

Meeting Date: February 17, 2026

Item #: 2

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of the Florida Lighting Service Agreement with Duke Energy Florida, LLC for W. Oakland Ave Lighting. (City Engineer Womack)

Background Summary:

As part of the Downtown Master Plan, the City has committed to improvements on W. Oakland Ave. City Staff has worked with Duke Lighting to design and install lighting for the new roadway and trail between Taylor St and N Bluford Ave. All of the light poles will come equipped with outlets to facilitate holiday lighting. Public Works is requesting approval of the attached Florida Lighting Service Agreement with Duke Energy Florida, LLC to provide lighting along the improved W. Oakland Ave corridor. The cost to construct the lighting is incorporated in the W. Oakland Improvements Project Budget.

Issue:

Should the Honorable Mayor and City Commission approve and sign the Duke Energy Florida Lighting Service Agreement to provide lighting on W. Oakland Ave?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve and sign the Duke Energy Florida Lighting Service Agreement in the amount of \$58,491.09 to provide lighting on W Oakland Ave. Staff also recommends the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Lighting Service Agreement

Financial Impacts:

This cost to construct the lighting is provided within the W. Oakland Improvements Project Budget (Job #18802 GL 317-541-10-6302).

Type of Item: Consent



FLORIDA LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF OCOEE
SKRUG@OCOEE.ORG
..

Project Information:
150 N LAKESHORE DR
OCOEE Florida 34761-2223

Account Number:
9100 8961 9682

Installation Number:
7007666871

Work Order Number:
40650948

Duke Energy Representative Contact Info:
LaTonya McWilliams

This Lighting Service Agreement is hereby entered into this 23rd day of January., 2026, between Duke Energy (hereinafter called the “Company”) and CITY OF OCOEE (hereinafter referred to as the “Customer”) for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name _____	Date Signed _____
Customer Signature _____	Date Signed _____
Duke Energy Representative _____	Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years () Months	\$0.00	\$58,491.09	\$58,491.09	\$0.00
10 Years (120) Months	\$808.58	\$0.00	\$97,029.60	\$808.58

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total	
I	28	Light Fixture Sanibel LED 50W Black Type III 3000K QSM	\$16.40	\$2.04	\$1.92	\$20.36	\$570.08	
I	18	Light Pole Colonial Concrete 22ft long Black 6in tenon	\$13.25	\$0.00	\$0.00	\$13.25	\$238.50	
		Subtotal Based On Quantity:	\$0	\$0	\$0			
		Estimated Monthly Charge						\$808.58

One Time Charges			
Quantity Required	One Time Charge Description	Unit Price	Sub-Total
1	CIAC	\$58,491.09	\$58,491.09
Total Estimated One Time Amount			\$58,491.09

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Outdoor lighting Terms and Conditions

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.
19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



STAFF REPORT

Meeting Date: February 17, 2026

Item #: 3

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Flotech Environmental, LLC as a Single Source Vendor for Ocoee Hills Rd/Apricot Dr Drainage Pipe Replacement Project. (City Engineer Womack)

Background Summary:

The Public Works Department has budgeted repairs for a 30" corrugated metal drainage pipe on northern Ocoee Hills Rd (near the intersection of Ocoee Hills Rd and Apricot Drive). City Staff reached out to three companies that the Department frequently uses for pipe rehabilitation projects, to provide quotes to rehabilitate pipe in place. Two firms responded (quotes attached) and one firm declined to provide a quote. The lower of the two quotes, Flotech Environmental, LLC provided a quote of \$60,580.00 to clean, grout, and install a pipe liner to restore the 30" drainage pipe. The second quote came in at \$126,180. Public Works is seeking approval from the City Commission to utilize Flotech Environmental, LLC to perform the restoration work. The cost proposals from Flotech Environmental, LLC align with industry standards for pipe linears of this size and complexity. Funding is available within the Ocoee Hills Apricot Drainage Pipe Replacement Project Budget.

Public Works recommends the approval of Flotech Environmental, LLC as a single source vendor in accordance with the City's Purchasing Manual and to add Flotech Environmental, LLC to the Single Source vendor list for future repair of this nature.

Issue:

Should the Honorable Mayor and City Commission approve Flotech Environmental, LLC as a single source vendor for the Stormwater Division, to complete the drainage pipe repairs on Ocoee Hills Road and to add Flotech Environmental, LLC to the Single Source vendor list for future repair of this nature?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve Flotech Environmental, LLC as a single source vendor for the Stormwater Division, to complete the drainage pipe repairs on Ocoee Hills Road and authorize the City Manager and Staff to execute change orders in accordance with the City Purchasing Manual and to add Flotech Environmental, LLC to the Single Source vendor list for future repair of this nature.

Attachments:

1. Ocoee Hills Pipe Repair Quotes

Financial Impacts:

Funding is available within the Ocoee Hills Apricot Drainage Pipe Replacement Project Budget. Job Project Number P000468 (312-538-20-6302).

Type of Item: Consent



City of Ocoee — 815 Apricot Drive 30" CIPP (Revised Estimate)

City of Ocoee

1 N. Bluford Ave.
Ocoee, FL 34761
United States

Russell Oliver

roliver@ocoe.org

Reference: 20260105-230826926

Quote created: January 5, 2026

Quote expires: March 6, 2026

Quote created by: Luis Ferre

Business Development Associate

luis.ferre@flotechllc.com

+17862028723

Comments from Luis Ferre

Project Owner Information

Project Owner: City of Ocoee

Owner Contract/Project Number: N/A

Owner Project Name: N/A

Project General Contractor (Prime): Flotech Environmental

Onsite Point of Contact: Russell Oliver

Estimated Time to Complete: One day of work

Region: Central

County: Orange

Flotech Project Manager: Geimar Pino

Job-site Address: 815 Apricot Drive, Ocoee, FL 34761

Post-Construction: No

Maps/Plans Provided: yes

Technical Specifications: NASSCO PACP & ASTM F-1216

Certified Payroll Compliance Required: No

Wage Program Type: N/A

Deliverables Instruction: NASSCO certified PACP report will be provided along with video logs as final deliverables

Billing Instructions: email invoice

AP / Billing contact email: roliver@ocoee.org

Business Development Rep: Luis Ferre

Scope of Work: Clean, grout, televise, and install 260 LF of 30" (10.5mm) resin impregnated felt tube pipe liners into the host pipe, and cure in place, in accordance with ASTM F-1216.

- Mobilization of equipment

- Pre-CIPP Jet-vac cleaning & CCTV pipeline inspection
- Grouting of two infiltration runners prior to CIPP lining
- 30" CIPP lining (10.5MM)
 - 260 LF
- Post-CIPP video inspection and NASSCO PACP reports provided upon completion
- Offsite disposal of drainage debris

Inclusions:

- Sewer Combination Vactor 2100 with 15 CY Debris Tank / 80 GPM / 2500 PSI with operator and laborer.
- Cues Mainline CCTV Inspection Truck with operator.
- Rush Overland Generation II Superlift CIPP Boiler

Exclusions:

Sod restoration, Grout repairs, joint sealing, lateral or cross pipe reinstatements, grate or casting removal / replacement, weir wall removal / replacement, baffle removal / reinstatement, confined space manhole entry, MOT Permitting, Major MOT Set-up's, Hydrant meter access, Extension hose.

Change-Order Clause – CIPP Feasibility

In the event that the existing pipe conditions prevent a successful installation of cured-in-place pipe (CIPP) lining—such as in cases of significant collapse, deformation, or obstruction — Flotech Environmental will promptly notify the client and provide alternative repair recommendations under a change order request. These may include dig-and-replace or sectional point repairs, with a separate scope of work and pricing to be submitted for approval prior to proceeding.

Products & Services

Item & Description	Quantity	Unit Price	Total
30" CIPP (10.5 mm) LF	260	\$233.00	\$60,580.00
	One-time subtotal		\$60,580.00
		Total	\$60,580.00

Purchase terms

Above pricing is based on project information and plans as provided by Client, and assumed site conditions. All quantities provided are estimates. Invoices will be calculated based on the actual quantities, in accordance with the quoted unit rates.

Assumptions:

Pricing is based on provided project information and assumed site conditions. Work areas must be suitable for requested services without undue risk to equipment or personnel, unless stated otherwise by the Owner in writing.

Change Orders:

If initial investigations or performance reveal conditions different from typical assumptions, the Contractor may negotiate reasonable changes in terms.

Disclaimer:

Cleaning and CCTV inspection work must meet NASSCO-PACP standards.

The Contractor is not liable for damage caused by preexisting conditions. If the camera cannot pass through a manhole section, the Contractor will attempt inspection from the opposite manhole. If unsuccessful, the inspection is marked as Survey Abandoned and considered complete.

- **An hourly standby rate of \$770 will apply for any issues that delay production outside of Flotech Environmental's control.**
- **Nighttime/weekend hourly rates: \$300 for 2-man Jet-Vac Cleaning crew; \$500 for 3-man Jet-Vac Cleaning or Jet-Vac Cleaning & CCTV Inspection crew.**

If plugging and dewatering line segments are required during the project and were not included in the initial quote, additional costs will be added to the final invoice.

- **Plugging & Dewatering Operations costs: \$450 for first plug (up to 24"), \$800 for first plug (24"+), additional plugs on the same day: \$225 (up to 24"), \$400 (24"+).**

Cancellation Notice:

Cancellations before 2:00 PM will result in a charge for the 4-hour minimum at the hourly rate, except for immediate weather conditions affecting safety.

Payment:

Flotech will invoice at the completion of each billing period and payment must be made within Thirty (30) days from the date of the invoice. Should payment not be received within 30 days of service, service may be interrupted until payment is received. Any balance remaining after 30 days will be assessed a 1.5% monthly finance charge. In the event of any action to collect unpaid invoices, Client and/or managing corporation, and/or entity shall be liable to Flotech or its assignee for all costs of collection, including but not limited to attorney's fees and costs, including any costs of litigation relating to such collection and including the collection amount.

ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

Questions? Contact me



Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Flotech Environmental, LLC
657 South Dr.
Suite 401
Miami Springs, FL 33166
United States



SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

January 6, 2026

Russell Oliver
City of Ocoee
407-427-3760
roliver@ocoee.org

RE: Ocoee Hills (Apricot – Oakwood)

Dear Russell,

SAK Construction, LLC is pleased to offer the following quotation on this project:

Description	Quantity	U/M	Unit Price		Extended Price	
Mobilization for Well-Pointing	01	LS	\$	6,000.00	\$	6,000.00
Well Point installation (per month)	01	MO	\$	10,000.00	\$	10,000.00
Mobilization for Clean / CCTV	01	LS	\$	3,000.00	\$	3,000.00
Clean / CCTV 30" CMP	262	LF	\$	40.00	\$	10,480.00
Mobilization for CIPP Lining	01	LS	\$	5,000.00	\$	5,000.00
CIPP Lining 30" CIPP	262	LF	\$	350.00	\$	91,700.00
Total						126,180.00

NOTE:

- Proposal is based on available CCTV information.
 - Dewatering of pipe area may not be sufficient to eliminate sand infiltration into to the sewer.
 - SAK will invoice for well pointing and partial cleaning services if the pipe is unable to be fully cleaned and televised due to sand infiltration
- SAK Construction will provide City with a final inspection video of rehabilitated sewer.
- Subject to pre-CCTV Inspection by SAK Construction to verify installation of CIPP Liner.
- Does not include point repairs, if required, prior to the installation of CIPP Liner.

Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely,
SAK Construction, LLC

Dan Banken

Dan Banken
Area Manager

Accepted By
Printed Nam

Date



STAFF REPORT

Meeting Date: February 17, 2026

Item #: 4

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Acceptance of Appropriation Grant from the State of Florida for Ocoee Fire Station 38. (Deputy Fire Chief Van Camp)

Background Summary: The City of Ocoee Fire Department is proceeding with the replacement of Fire Station #38 to meet current and projected service demands, improve emergency response capabilities, and support continued growth within the service area. A project site for the new brick-and-mortar Fire Station 38 has been formally obtained. The city has procured architectural services and selected a construction manager for the project. The fire department and city staff are currently in the design phase, advancing plans toward final construction documents.

The State of Florida has awarded the City of Ocoee a \$1,000,000 legislative appropriation to assist with the construction of Fire Station 38. Acceptance of this funding requires city council approval and execution of a grant agreement with the State.

Key Responsibilities and Ongoing Compliance

Upon execution of the grant agreement, the city will be responsible for meeting the following requirements:

- **Procurement and Contract Documentation**

1. Provide bid and award documentation for vendors procured specifically for this project.
2. Submit executed contracts for all project vendors, including task orders or purchase orders if using continuing services or piggyback contracts.

- **Quarterly Monitoring Reports**

1. Quarterly monitoring reports are required from the time of agreement execution through project completion, even after all funds are expended, in accordance with the following schedule:

- **Project Site Signage**

1. Display signage at the project site specifying project intent, funding source, and estimated date of completion.
2. Signage must be installed prior to reimbursement of construction costs, be visible from a public roadway, and remain in place until project completion.

- **Reimbursement Requirements**

1. Reimbursement requests must include:
 - A completed and signed reimbursement request form
 - Vendor invoices that align with the grant agreement, reimbursement request, and eligible project costs

- Proof of payment, including cleared checks or electronic funds transfer (EFT) documentation

- **Reporting and Audit Compliance**

1. Maintain fire incident reporting for the entire performance period.
2. Comply with Florida Single Audit Act (FSAA) requirements, including submission of annual single audit reports as they become available until the grant is formally closed.

Issue:

City Commission approval is required to accept the State of Florida appropriation in the amount of \$1,000,000.00 and authorize the Mayor, City Clerk, and staff to execute the grant agreement and related documents necessary to comply with state requirements and advance the Fire Station 38 project.

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the acceptance of the State of Florida appropriation in the amount of \$1,000,000.00 and authorize the Mayor, City Clerk, and staff to execute the grant agreement and related documents necessary to comply with state requirements and advance the Fire Station 38 project.

Attachments:

1. City of Ocoee Award Notification

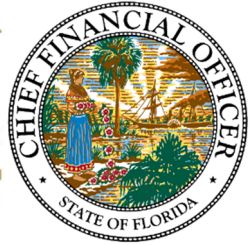
Financial Impacts:

Acceptance of the \$1,000,000 State of Florida appropriation will assist with the city's local funding obligation associated with the construction of Fire Station 38. The appropriation will be applied toward eligible project costs in accordance with the agreement, resulting in a positive fiscal impact to the city. The required project site signage is estimated to cost approximately \$962.00 and will be funded through existing appropriations allocated to the Fire Station 38 project (Job No. P000352 GL 317-522-00-6302). No additional fiscal impacts are anticipated.

Type of Item: Consent



DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



July 1, 2025

SENT VIA ELECTRONIC MAIL ONLY

City of Ocoee
MRumer@cocee.org

Re: Notice of Grant Award for Ocoee Fire Station 38

City of Ocoee:

As the Director of the Division of State Fire Marshal within the Florida Department of Financial Services (Division), it is my privilege to inform you that the 2025 Florida Legislature appropriated funds to support your requested project.

This correspondence serves as the notice of the grant award in the amount of \$1,000,000.00. These grant award funds may be available for distribution to you as early as July 1, 2025, once the appropriate requirements are met.

First, you must complete and email the included Confirmation Form to SFMGrant@MyFloridaCFO.com. Once the Division receives the completed Confirmation Form, an assigned contract manager will schedule an initial meeting with the Point of Contact listed in the Confirmation Form to discuss the scope of the project and next steps. The assigned contract manager will be the main point of contact within the Division for all matters relating to this Notice of Grant Award, the Grant Agreement, and the reimbursement of funds.

Congratulations, I look forward to working with City of Ocoee on this important project.

Sincerely,

JoAnne E. Rice, Director
Division of State Fire Marshal

LT/ct



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



CONFIRMATION FORM

Contact Information

Grantee:	City of Ocoee <i>(The Grantee name MUST be the name registered with the Department of State and MyFloridaMarketplace, commonly known as MFMP)</i>
Federal ID (FEIN) #:	
Mailing Address:	
City, State, Zip:	
Physical Address:	
City, State, Zip:	

Financial Administrator

Name:	
Title:	
Phone:	
Email:	

Contract Manager

Name:	
Title:	
Phone:	
Email:	

All email and phone communications will be directed to the Point of Contact (POC). Please list POC here:

Name:	
Title:	
Phone:	
Email:	



STAFF REPORT

Meeting Date: February 17, 2026

Item #: 5

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

**Subject: Approval to Transition Fire Department Wireless Communications to FirstNet.
(Deputy Fire Chief Van Camp)**

Background Summary: The Fire Department currently utilizes T-Mobile for department-issued smartphones and wireless connectivity for EMS laptops and tablets. Many of the department's smartphones are outdated and increasingly unreliable, resulting in operational disruptions. Under the current T-Mobile arrangement, the department's existing service plan no longer supports continued use or replacement of newer devices. T-Mobile is requiring the department to migrate off its current agreement to a higher-cost service tier in order to replace aging and failing phones, making it impractical to simply purchase replacement devices without changing plans.

The department evaluated alternative solutions that maintain fiscal responsibility while improving reliability, resiliency, and public-safety functionality. FirstNet was identified as the most appropriate option to meet these operational needs.

The Fire Department proposes transitioning all cellular phones, EMS laptops, and tablets to FirstNet service. The service would be obtained by piggy-backing on the State of Florida's existing Mobile Communication Services (MCS) agreement, which is available to local governments and allows for standardized pricing, streamlined procurement, and flexible service terms.

The estimated cost to transition Fire Department cellular phones and wireless data devices to FirstNet is \$35,785.08 over a 36-month period, based on current device counts and approved service plans.

Key elements of the proposed transition include:

- Immediate replacement of outdated devices with iPhone 16 (128GB) units at a cost of \$0.99 per device under a 3-year upgrade renewal term. The department can terminate the renewal agreement at any time.
- Devices become eligible for best-available upgrade pricing after 36 months of service.
- Service provided under the State agreement is month-to-month, with no long-term penalty for cancellation.
- Revised pricing reflects improved terms secured following follow-up discussions and updated device counts.

Benefits of FirstNet for the Fire Department

Transitioning to FirstNet provides several critical public-safety and operational benefits:

- **Priority and Preemption:** Ensures Fire Department communications receive network priority during emergencies when commercial networks may be congested.
- **Public Safety–Grade Reliability:** Designed specifically for first responders, improving connectivity during disasters, major incidents, and large-scale events.
- **Unthrottled Data:** Supports continuous EMS reporting, telemedicine, and real-time data transmission without caps or throttling.
- **Interoperability:** Enhances coordination with law enforcement, EMS, emergency management, and regional partners.
- **Improved EMS Operations:** Reliable connectivity for EMS laptops and tablets supports patient care reporting and hospital communications.
- **Device Modernization:** Replaces failing, outdated smartphones with current-generation equipment.
- **Cost Stability and Flexibility:** Predictable pricing and flexible terms under a State-established contract.
- **Disaster Resiliency:** Dedicated public-safety network resources support continuity of operations during hurricanes, flooding, and other emergencies.

The Fire Department currently utilizes a separate, secure Verizon wireless solution for its Mobile Data Computers (MDCs), which are used for dispatching and require enhanced security controls and network filtering. As part of the proposed transition to FirstNet, the department intends to evaluate whether FirstNet can meet or exceed these existing security requirements, including the implementation of appropriate filtering and protections. If FirstNet is determined to be capable of supporting these security needs, the department may consider consolidating MDC connectivity under the FirstNet agreement in the future, subject to further evaluation and any required approvals.

Issue:

Should the Honorable Mayor and City Commission approve the Fire Department’s transition of cellular and wireless data services from T-Mobile to FirstNet using the State of Florida’s existing Mobile Communication Services agreement? This transition will enhance public-safety communications, improve operational reliability, and modernize critical equipment while maintaining fiscal responsibility and contractual flexibility. This approval shall also include authorization for the Fire Department to incorporate Mobile Data Computer (MDC) connectivity into the FirstNet agreement, contingent upon FirstNet’s ability to meet the department’s security and operational requirements and associated costs.

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the Fire Department’s transition of cellular and wireless data services from T-Mobile to FirstNet using the State of Florida’s existing Mobile Communication Services agreement. This transition will enhance public-safety communications, improve operational reliability, and modernize critical equipment while maintaining fiscal responsibility and contractual flexibility. This approval shall also include authorization for the Fire Department to incorporate Mobile Data Computer (MDC) connectivity into the FirstNet agreement, contingent upon FirstNet’s ability to meet the department’s security and operational requirements and associated costs.

Attachments:

1. AT&T Suncom Contract

Financial Impacts:

The estimated cost to transition Fire Department cellular phones and wireless data devices to FirstNet is \$35,785.08 over a 36-month period, based on current device counts and approved service plans. Costs

include monthly service for smartphones and EMS laptops. Funding will be accommodated within the Fire Department's existing budget under GL 001-522-00-4100.

Type of Item: Consent



**Mobile Communication Services
(MCS-2)**

**SUNCOM Contract No.: DMS-19/20-006A
End User Price List (EUPL)**

DETAILED PRODUCT DESCRIPTION

VOICE (PER MINUTE) RATE PLAN

SOC CODE

CONTRACT PRICE

(Flat Rate) Per Minute Voice Plan

ODNN00360

4.0¢ Nationwide Rate with 500 Mobile-to-Mobile minutes and 500 Nights & Weekend minutes with 4.0¢ Overage

Example: (Flat Rate) Per Minute Voice Plan (4.0¢ Nationwide Rate with 500 Mobile-to-Mobile minutes and 500 Nights & Weekend minutes with \$0.04 Overage) plus MSG3 (Unlimited Messages (SMS/MMS)) for \$5.15 = \$5.15/month plus any per minute voice charges.

Government Nation Flat Rate Voice Plan

AT&T Government Nation Flat Rate lets you pay by the minute with a flat per-minute rate on calls made or received anywhere on the AT&T network, and you can take advantage of our national network with no roaming charges. Available only to Government customers with a qualified wireless Government agreement from AT&T (“Government Agreement”) and their respective Corporate Responsibility Users (“CRUs”). Flat Rate Plans are only available to customers’ CRUs whose principal residence or principal Government office is within an eligible AT&T Wireless network area that has been fully integrated and has the system capacity to support Flat Rate Plans.

Minute Increment Billing and Usage

Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Unanswered outgoing calls of 30 seconds or longer will incur airtime.

Mobile to Mobile Minutes

If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail are not included.

Nights and Weekends

Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

VOICE POOLED MINUTE PLANS	SOC CODE	CONTRACT PRICE
100 Min Pooled Voice Plan (Nationwide)	GOVP100	\$18.54, 25¢/min over 100; unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes
200 Min Pooled Voice Plan (Nationwide)	GOVP200	\$20.60, 25¢/min over 200; unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes
300 Min Pooled Voice Plan (Nationwide)	GOVP300U	\$23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
400 Min Pooled Voice Plan (Nationwide)	GOVP400U	\$24.99, 25¢/min over 400; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
500 Min Pooled Voice Plan (Nationwide)	GOVP500	\$31.93, 25¢/min over 500; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
600 Min Pooled Voice Plan (Nationwide)	GOVP600	\$32.99, 25¢/min over 600; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
700 Min Pooled Voice Plan (Nationwide)	GOVP700	\$33.99, 25¢/min over 700; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
800 Min Pooled Voice Plan (Nationwide)	GOVP800	\$39.14, 25¢/min over 800; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
900 Min Pooled Voice Plan (Nationwide)	GOVP900	\$41.20, 25¢/min over 900; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
1000 Min Pooled Voice Plan (Nationwide)	GOVP1000	\$45.32, 25¢/min over 1000; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
6000 Min Pooled Voice Plan (Nationwide)	GOVP6000	\$131.84, 25¢/min over 6000; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes

Government Voice Pooled Nation Plan

Customer's Corporate Responsibility User's (CRU's) may activate service on the Government Voice Pooled Nation Plans described above ("Pooled Plans"). Government CRU's on a Pooled Plan aggregate, or "pool", their Anytime Minutes in a single account (a "Pool"). Every billing cycle, each CRU first uses his or her Anytime Minutes. If a CRU does not use all his or her Anytime Minutes, it creates an underage in the amount of unused Anytime Minutes ("Under Minutes"). If a CRU

uses more than his or her Anytime Minutes, it creates an overage with respect to Anytime Minutes (“Over Minutes”). The Pool’s Under Minutes and Over Minutes are then aggregated respectively and compared. If the aggregate Under Minutes exceeds the aggregate Over Minutes, then no CRU in the Pool pays Additional Minute charges. If the aggregate Over Minutes exceeds the aggregate Under Minutes, then the ratio of Under Minutes to Over Minutes is applied to the Anytime Minutes of each CRU in the Pool with Overage Minutes, resulting in monetary credit against the corresponding Additional Minute charges. For example, if a Pool has 900 Under Minutes and 1000 Over Minutes (90%), then each CRU with Over Minutes will receive a credit equal to 90% of his or her Additional Minute charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Pool; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to Government needs and system limitations. CRUs on Pooled Plans and end users on prior versions of AT&T’s wireless pooled plans, including but not limited to Government National Pooled Plans and Government Local Pooled Plans, cannot be in the same Pool. End users on non-pooling wireless plans from AT&T may be included in the same account as CRUs on the Pooled Plans; however, these non-pooling end users will not receive the pooling benefits or contribute Anytime Minutes to the Pool. Mobile-to-Mobile Minutes, Night & Weekend Minutes and/or any other promotional minutes are not included in a Pool. Nights and Weekend Minutes and Mobile to Mobile Minutes cannot be pooled. When your entire pool of minutes has been retired, additional minutes inside the AT&T Government Pooled Nation plan National Service Area is \$0.25 each. Call-forwarded minutes are charged at the additional airtime per-minute rate of the rate plan. Consolidated invoicing required.

UNLIMITED VOICE PLAN	SOC CODE	CONTRACT PRICE
Unlimited Voice Plan (Nationwide)	BN7NM0A60	\$49.99

Unlimited Voice Services

Unlimited voice Services are provided primarily for live dialog between two individuals. If your use of unlimited voice Services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your Service or change your plan to one with no unlimited usage components. Unlimited voice Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which don’t consist of uninterrupted live dialog between two individuals. If AT&T finds that you’re using an unlimited voice Service offering for other than live dialog between two individuals, AT&T may, at its option terminate your Service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the CRU’s service.

PER MEGABYTE; DATA PLAN	SOC CODE	CONTRACT PRICE
Per MB; Data	MPPU	Allowed on feature phone only (\$0.00 MRC, \$2.00/MB overage)

Pay Per Use Data Plan

Provides Pay-Per-Use (PPU) data. PPU plan is auto-attached to all activations. Mobile Web Data Packages are Bolt-On features for handset browsing and CANNOT be used on BlackBerry, iPhone, LaptopConnect, or Smartphone devices Note: Data Pay Per Use is available. However, customers should be discouraged from using PPU with these equipment types due to potential high usage charges. These plans should NOT be used for Tethering customers. Customers may be removed from these plans if improper usage is determined. These plans do NOT include International Roaming! Connect to the mobile web, email, search applications and more. Customer must have a voice plan provisioned. Feature(s) must be added on a per line basis.

SMARTPHONE HOTSPOT/TETHERING DATA PLANS	SOC CODES	CONTRACT PRICE
5GB Hotspot/Tethering Pooled Data Plan (Does Not Include Messaging) MSG3 (Unlimited Messaging) may be added depending on the voice plan selected	BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDIPS50E	\$32.96, \$0.015 per MB over 5GB (Pooled)

Example: GOVP300U (\$23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus BDPIP50E (\$32.96, \$0.015 per MB over 5GB (Pooled)) = \$56.65/month. If you need unlimited messaging, you add the MSG3 (Unlimited Messages (SMS/MMS)) for \$0.00 = \$56.65/month.

Government Data Pooled Nation Plan

Make managing your mobile workforce easier than ever. Pooled wireless data access is a simple and economical way to share data among Corporate Responsibility Users (CRUs). Workers use the data they need. Light users and heavy users can help balance each other out. It's a smart way to help control costs. Within a single Billing Account Number ("BAN"), CRUs activated on separate Government Pooled Nation for Data Plans are combined to create a "Data Pool." Every billing cycle, each CRU first uses his or her plans included domestic data usage ("Included Usage"). If a CRU does not use all his or her Included Usage, it creates an underage in the amount of the unused KB of data usage ("Under Usage"). If a CRU uses more than his or her Included Usage, it creates an overage in the amount of the excess KB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each CRU and Over Usage amounts for each CRU are then aggregated respectively and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount, then the difference is allocated among each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice equal to the amount of each such CRU's additional data usage charges. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount, then the ratio of Under Usage to Over Usage is applied equally to the data usage of each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice against each such CRU's corresponding additional data usage charges to partially offset such charges. For example, if a Data Pool has 900 Under Usage KB and 1000 Over Usage KB (which means a ratio of 90%), then each CRU with Over Usage will receive a bill credit equal to 90% of his or her additional data usage charges. CRUs changing price points or migrating Government Pooled Nation for Data plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Data Pool within a Foundation Account Number; however, CRUs in one Data Pool cannot take advantage of another Data Pools Under Usage, and each CRU can only participate in one Data Pool at a time. AT&T reserves the right to limit the number of CRUs in a Data Pool due to

Government needs and system limitations. CRUs on non-pooling AT&T plans may be included in the same BAN as CRUs on Government Pooled Nation for Data Plans; however, these non-pooling CRUs will not receive the pooling benefits or contribute Included Usage to other CRUs in a Data Pool. Additional terms and conditions apply – for details, see your company’s Government Agreement, including without limitation, the “Enterprise Customers: Additional Service and Equipment Related Terms” found at www.att.com/abs-addtl-terms. Wi-Fi: Wi-Fi enabled device required. Wi-Fi access includes AT&T Wi-Fi Basic. Other restrictions apply. See attwifi.com for details and locations. International roaming not included.

AT&T Data Plans with Tethering

Tethering is a wireless or wired method in which your AT&T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops, netbooks, tablets, Smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&T data plans with tethering enabled may be used for tethering your AT&T Mobile device to other devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).

UNLIMITED SMARTPHONE DATA PLANS	SOC CODES	CONTRACT PRICE
Unlimited Data Plan (Includes Unlimited Messaging)	RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2, RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V, RLTBEMB1G	\$23.69
Unlimited Data Plan (Does Not Include Unlimited Messaging)	RLTESMTE2, RLTTBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTTBW7G, LTBTBW7V, RLTTBW7, LTBTBW7SV, LTBTBWS7	\$23.69

Example: GOVP300U (\$23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus RLTEEMB1 (\$23.69, Unlimited Data Plan with Unlimited Messaging) = \$47.38/month.

Intended Uses Of AT&T’s Wireless Data Service

AT&T’s wireless data network is a shared resource, which AT&T manages for the benefit of all of its customers so that they can enjoy a consistent, high-quality mobile broadband experience and a broad range of mobile Internet services, applications and content. However, certain activities and uses of the network by an individual customer or small group of customers can negatively impact the use and enjoyment of the network by others. Therefore, certain activities and uses of AT&T’s wireless data service are permitted and others are prohibited. The terms and conditions of your use of **AT&T’s wireless data service are set forth below**

Permitted Activities. AT&T’s wireless data services are intended to be used for the following permitted activities: (i) web browsing; (ii) email; and (iii) intranet access if permitted by your rate plan (for example, access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (d) uploading and downloading applications and content to and from the Internet or third-party application stores, and I using applications and content without excessively contributing to network congestion.

You agree to use AT&T’s wireless data services only for these permitted activities

Prohibited Activities: AT&T’s wireless data services are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (a) conflicts with applicable law, (b) hinders other customers’ access to the wireless network, (c) compromises network security or capacity, (d) excessively and disproportionately contributes to network congestion, I adversely impacts network service levels or legitimate data flows, (f) degrades network performance, (g) causes harm to the network or other customers, (h) is resold either alone or as part of any other good or service, (i) tethers a wireless device to a computing device (such as a computer, Smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology) and you have not subscribed to a specific data plan designed for this purpose, or (j) there is a specific data plan required for a particular use and you have not subscribed to that plan.

The following specific uses of AT&T’s wireless data service are prohibited

- AT&T’s wireless data services may not be used in any manner that defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of AT&T’s wireless network or systems, or another entity’s network or systems; that accesses, or attempts to access without authority, the accounts of others; or that adversely affects the ability of other people or systems to use either AT&T’s wireless services or other parties’ Internet-based resources. For example, this includes, but is not limited to, malicious software or “malware” that is designed, intentionally or

unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; “denial of service” attacks against a network host or individual user; and “spam” or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk e-mail).

- AT&T’s wireless data services may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers’ access to the network, or degrading network performance by maintaining a sustained and continuous wireless data service connection or active wireless Internet connection. For example, this includes, but is not limited to, server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; “autoresponders,” “cancel-bots,” or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active Internet connections when a connection would otherwise be idle or any “keep alive” functions, unless they adhere to AT&T data retry requirements (as may be modified from time to time).

- AT&T’s wireless data services also may not be used with high bandwidth applications, services and content that is not optimized to work with AT&T’s wireless data services and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet AT&T’s wireless data services optimization requirements. You agree not to use AT&T’s wireless data services for any of these prohibited activities. AT&T’s Rights to Ensure Compliance. You agree that AT&T has the right to take any and all actions necessary to enforce this Section 4.2 if you use AT&T’s wireless data services in any manner that is prohibited, including, but not limited to, the following actions:

- AT&T may modify, without advance notice, the permitted and prohibited activities, and the optimization requirements for your wireless data services;
- AT&T may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum;
- AT&T may reduce your data throughput speeds at any time or place if your data usage exceeds an applicable, identified usage threshold during any billing cycle. AT&T will provide you with advance notice of the usage threshold applicable to your data plan, or any changes to the applicable usage threshold either by a bill insert, email, text message or other appropriate means;
- AT&T may use reasonable methods to monitor and collect customer usage information to better optimize the operation of the network. Details concerning the information that AT&T collects about its customers, and how it uses and protects that information are addressed in the AT&T Privacy Policy (see att.com/privacy);
- If you are an AT&T unlimited data plan customer, AT&T may migrate you from the unlimited data plan to a tiered data plan and bill you the appropriate monthly fees. We will provide you with notice of this change at least one billing cycle in advance either by a bill insert, email, text message, or other appropriate means;
- AT&T may interrupt, suspend, cancel, or terminate your wireless data services without advance notice.

Unlimited Data Customers

If you are a grandfathered AT&T unlimited plan data service customer, you agree that “unlimited” means you pay a fixed monthly charge for wireless data service regardless of how much data you use. You further agree that “unlimited” does not mean that you can use AT&T’s wireless data service in any way that you choose or for any prohibited activities, and that if you use your unlimited data plan in any manner that is prohibited, AT&T can limit, restrict, suspend or terminate your data service or switch you to a tiered data plan.

ALL INCLUSIVE PLANS

UNLIMITED VOICE PLAN BUNDLES	SOC CODE COMBINATION	CONTRACT PRICE
Unlimited Voice and Unlimited Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: RLTESMTE2, RLTTBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTBTBW7G, LTBTBW7V, RLTTBW7, LTBTBW7SV, LTBTBWS7	\$49.99
Unlimited Voice, Unlimited Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2, RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V, RLTBEMB1G	\$49.99
Unlimited Voice and 5GB Pooled Hotspot/Tethering Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E	\$49.99
Unlimited Voice, 5GB Pooled Hotspot/Tethering Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E PLUS MSG3	\$49.99
Unlimited Voice and Unlimited Hotspot/Tethering Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$59.99
Unlimited Voice, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$59.99

ALL INCLUSIVE PLANS CONTINUED

VOICE POOLED MINUTE PLAN UNLIMITED HOTSPOT/TETHERING BUNDLES	SOC CODE COMBINATION	CONTRACT PRICE
100 Min Pooled Voice Plan (Nationwide) 25¢/min over 100; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP100 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$52.23
100 Min Pooled Voice Plan (Nationwide) 25¢/min over 100; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP100 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$52.23
200 Min Pooled Voice Plan (Nationwide) 25¢/min over 200; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP200 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$54.29
200 Min Pooled Voice Plan (Nationwide) 25¢/min over 200; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP200 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$54.29
300 Min Pooled Voice Plan (Nationwide) 25¢/min over 300; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP300U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$57.38
300 Min Pooled Voice Plan (Nationwide) 25¢/min over 300; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP300U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$57.38
400 Min Pooled Voice Plan (Nationwide) 25¢/min over 400; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP400U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$58.68
400 Min Pooled Voice Plan (Nationwide) 25¢/min over 400; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP400U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE,	\$58.68

	GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	
500 Min Pooled Voice Plan (Nationwide) 25¢/min over 500; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP500 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$65.62
500 Min Pooled Voice Plan (Nationwide) 25¢/min over 500; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP500 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$65.62
600 Min Pooled Voice Plan (Nationwide) 25¢/min over 600; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP600 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$66.68
600 Min Pooled Voice Plan (Nationwide) 25¢/min over 600; Unlimited Mobile-to-Mobile minutes, and 5 Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP600 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$66.68
700 Min Pooled Voice Plan (Nationwide) 25¢/min over 700; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP700 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$67.68
700 Min Pooled Voice Plan (Nationwide) 25¢/min over 700; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP700 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$67.68
800 Min Pooled Voice Plan (Nationwide) 25¢/min over 800; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP800 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$72.83
800 Min Pooled Voice Plan (Nationwide) 25¢/min over 800; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP800 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$72.83

900 Min Pooled Voice Plan (Nationwide) 25¢/min over 900; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP900 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$74.89
900 Min Pooled Voice Plan (Nationwide) 25¢/min over 900; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP900 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$74.89
1000 Min Pooled Voice Plan (Nationwide) 25¢/min over 1000; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP1000 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$79.01
1000 Min Pooled Voice Plan (Nationwide) 25¢/min over 1000; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP1000 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	\$79.01
<p>Example: GOVP300U (25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus GSA3IUNAT (Unlimited Hotspot/Tethering Data) plus RGOVMSG3 (Unlimited Messages (SMS/MMS)) = \$57.38/month.</p>		

*STANDALONE SMARTPHONE UNLIMITED HOTSPOT/TETHERING DATA PLAN WITH NATIONWIDE FLAT RATE VOICE PLAN BUNDLE	SOC CODE	CONTRACT PRICE
Unlimited Hotspot/Tethering Data Plan for \$35.99/month when bundled with our Nationwide Flat Rate Voice Plan at \$0.05/minute with Unlimited Mobile to Mobile and Unlimited Nights and Weekends Note: Unlimited Messaging (SMS/MMS) code RGOVMSG3 may be added for no additional charge	ODNN0007 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	\$35.99 and 5.0¢/Minute

TABLETS, MI-FI, NETBOOKS, AIRCARDS DATA PLANS	SOC CODES	CONTRACT PRICE
5GB Cross Device Pooling: Tablets, Mi-Fi, Netbooks, and Aircards	BDPDC50, BDPDCL50, BDPPAD50, BDPPDL50	\$33.99, \$0.015 per MB over 5GB (Pooled)

Government Data Pooled Nation Plan

Make managing your mobile workforce easier than ever. Pooled wireless data access is a simple and economical way to share data among Corporate Responsibility Users (CRUs). Workers use the data they need. Light users and heavy users can help balance each other out. It's a smart way to help control costs. Within a single Billing Account Number ("BAN"), CRUs activated on separate Government Pooled Nation for Data Plans are combined to create a "Data Pool." Every billing cycle, each CRU first uses his or her plans included domestic data usage ("Included Usage"). If a CRU does not use all his or her Included Usage, it creates an underage in the amount of the unused KB of data usage ("Under Usage"). If a CRU uses more than his or her Included Usage, it creates an overage in the amount of the excess KB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each CRU and Over Usage amounts for each CRU are then aggregated respectively and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount, then the difference is allocated among each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice equal to the amount of each such CRU's additional data usage charges. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount, then the ratio of Under Usage to Over Usage is applied equally to the data usage of each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice against each such CRU's corresponding additional data usage charges to partially offset such charges. For example, if a Data Pool has 900 Under Usage KB and 1000 Over Usage KB (which means a ratio of 90%), then each CRU with Over Usage will receive a bill credit equal to 90% of his or her additional data usage charges. CRUs changing price points or migrating Government Pooled Nation for Data plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Data Pool within a Foundation Account Number; however, CRUs in one Data Pool cannot take advantage of another Data Pools Under Usage, and each CRU can only participate in one Data Pool at a time. AT&T reserves the right to limit the number of CRUs in a Data Pool due to

Government needs and system limitations. CRUs on non-pooling AT&T plans may be included in the same BAN as CRUs on Government Pooled Nation for Data Plans; however, these non-pooling CRUs will not receive the pooling benefits or contribute Included Usage to other CRUs in a Data Pool. Additional terms and conditions apply – for details, see your company’s Government Agreement, including without limitation, the “Enterprise Customers: Additional Service and Equipment Related Terms” found at www.att.com/abs-addtl-terms. Wi-Fi: Wi-Fi enabled device required. Wi-Fi access includes AT&T Wi-Fi Basic. Other restrictions apply. See attwifi.com for details and locations. International roaming not included.

AT&T Custom Key Enterprise Unlimited

After 50GB, AT&T may temporarily slow data speeds if the network is busy

Choose a plan for your device

Plan	Eligible Device	Services	Monthly Service Charge
Custom Key Enterprise Unlimited without Tethering	Smartphone	Unlimited data, talk, and text	\$39.99
	Tablet or other qualified data-only device	Unlimited data	\$40.00
Custom Key Enterprise Unlimited with Tethering	Smartphone	Unlimited data, talk, and text	\$44.99
	Tablet or other qualified data-only device	Unlimited data	\$45.00
Custom Key Enterprise Unlimited with Tethering X	Smartphone	Unlimited data and talk	\$44.99
Custom Key Enterprise Unlimited Plus	Smartphone	Unlimited data, talk, and text and AT&T Business Fast Track for up to 50GB of eligible data*	\$54.99
	Tablet or other qualified data-only device	Unlimited data and AT&T Business Fast Track for up to 50GB of eligible data*	\$55.00

Taxes and fees extra.

* Feature applies to eligible data originating and traveling over the AT&T-owned domestic 4G LTE network. Feature does not prior ahead of all other data traffic (as other data traffic may receive a similar or higher priority level) or provide priority access or preemption capabilities. Other restrictions apply.

Custom Key Enterprise Unlimited plans also offer:

- 5G/5G+ access¹
- High Definition streaming (with Video Management feature turned off)²
- International perks:³
 - Unlimited talk from the U.S. to Mexico and Canada
 - No roaming charges for plan use while in Mexico and Canada

¹ Req's compatible plan and device. Coverage not available everywhere. Learn more at att.com/5Gforyou.

² Video typically streams at standard-definition. Content bundled with video may be slow to load. Go to att.com/pre settings to view in higher definition. Details at att.com/VideoFeature.

³ Compatible device required. Pay-per-use rates apply to calls made to other countries. Roaming usage may be at restrictions apply.

ALL CUSTOM KEY ENTERPRISE UNLIMITED PLANS: For Corporate Responsibility User (CRU) lines of service only. Each plan is limited to one line and requires a compatible smartphone or qualified data-only device (sold separately). All wireless services are subject to terms and conditions of contract no: DMS-19/20-006A. **ADDITIONAL MONTHLY FEES AND TAXES:** Apply per line and include Regulatory Cost Recovery Fee (up to \$1.50), Administrative Fee (\$1.99) and other AT&T fees which are not government-required surcharges (including without limitation a Property Tax Allotment surcharge of \$0.20-\$0.45 applied per CRU's assigned number), as well as government taxes. Additional one-time Fees may apply. See att.com/mobilityfees for more details. **UNLIMITED DATA:** For use in the United States (the Domestic Coverage Area or DCA), Mexico and Canada. AT&T service is subject to AT&T network management practices. See att.com/broadbandinfo for details. **DATA RESTRICTIONS:** After 50 GB of data usage on a line in a bill cycle, for the remainder of the cycle AT&T may slow data speeds on that line when the network is busy. **5G SERVICE:** Requires compatible 5G device and plan. 5G service may not be available in your area. See att.com/5Gforyou for coverage details. **5G+ SERVICE:** Requires compatible 5G+ device and plan. 5G+ service is only available in very limited parts of select cities. See att.com/5Gforyou for cities. Compatible 5G+ device will display 5G+ coverage indicator when used in an area where 5G+ coverage is available. Other restrictions apply. **VIDEO STREAMING:** Plan includes the Video Management feature. We aim to render streaming video in standard- definition (max of 2 Mbps for customers on both 5G-enabled devices and rate plans or 1.5 Mbps for devices or plans not compatible with 5G), though some video cannot be identified. Sometimes, other content that content providers bundle with streaming video may be impacted and slowed, including downloads. In certain situations, we may deliver video content faster or at higher definition. To experience higher definition video when available, or if you have an issue, turn the feature off or back on any time at att.com/premier. Details at att.com/VideoFeature. **UNLIMITED TALK:** Compatible phone and rat Includes calls within and between DCA, Mexico and Canada. You may be charged for calls to special or premium service numbers and calls to other countries. For rates, see att.com/intlcalling (see AT&T International Calling countries). **COVERAGE:** Coverage map may include areas that are served by unaffiliated carriers and not on AT&T's owned and operated network (off- net). Coverage is subject to change without notice. **OFF-NET USAGE:** International and domestic off-net (roaming) data usage may be at 2G speeds. **Excessive Off-Net Usage:** You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your service(s) may be restricted or terminated. **MISCELLANEOUS:** Plans are not available in retail stores and select other channels. **Business Agreement Discounts:** Plans are not eligible for additional discounts, including but not limited to any service discounts described in the Business Agreement. **ADDITIONAL TERMS FOR CUSTOM KEY ENTERPRISE UNLIMITED WITHOUT TETHERING PLANS: TETHERING/MOBILE HOTSPOT:** Tethering/mobile hotspot use is prohibited. **UNLIMITED TEXT:** For smartphones only. Includes unlimited messages up to 1MB in size within and from DCA, Mexico and Canada. For texting to other countries, see att.com/text2world. Messages sent through applications may incur data or other charges. **Advanced Messaging:** Not available for use in Mexico and Canada. Other restrictions apply and can be found at

att.com/advancedmessaging. ADDITIONAL TERMS FOR CUSTOM KEY ENTERPRISE UNLIMITED WITH TETHERING PLAN TETHERING/MOBILE HOTSPOT: Tethering/mobile hotspot is allowed with compatible device. UNLIMITED TEXT: For smartphones only. Includes unlimited messages up to 1MB in size within and from DCA, Mexico and Canada. For texting to other countries, see att.com/text2world. Messages sent through applications may incur data or other charges. Messaging: Not available for use in Mexico and Canada. Other restrictions apply and can be found at att.com/advanced messaging. ADDITIONAL TERMS FOR CUSTOM KEY ENTERPRISE UNLIMITED WITH TETHERING X PLAN: TETHERING/MOBILE HOTSPOT: Tethering/mobile hotspot is allowed with compatible device. RESTRICTIONS: Plan does not include any text, picture or video messaging capability. ADDITIONAL TERMS FOR CUSTOM KEY ENTERPRISE UNLIMITED PLUS PLANS: TETHERING/MOBILE HOTSPOT: Tethering/mobile hotspot is allowed with compatible device. AT&T BUSINESS FAST TRACK: Feature uses network-based quality of service technology to provide eligible CRU lines with a differentiated (i.e., enhanced versus “best efforts”) network experience for the first 50GB per month of eligible business data traffic originating on and traversing over the AT&T-owned domestic 4G LTE network (excluding microcells, AT&T Wi-Fi service, and roaming partners’ networks), benefiting you during times of network congestion. Limitations: Feature applies to a maximum of 50GB of eligible data usage per month. After your Business Fast Track allowance is exhausted in a bill cycle, all data traffic will be handled on a “best-efforts” basis until the beginning of the next billing cycle. Feature usage allowance does not rollover. Feature is intended for business application data traffic only and does not (a) prioritize CRU data traffic ahead of all other data traffic (which may receive a similar or higher priority level), (b) provide priority access to available AT&T network resources, or (c) provide preemption capabilities. UNLIMITED TEXT: For smartphones only. Includes unlimited messages up to 1MB in size within and from DCA, Mexico and Canada. For texting to other countries, see att.com/text2world. Messages sent through applications may incur data or other charges. Advanced Messaging: Not available for use in Mexico and Canada. Other restrictions apply and can be found at att.com/advanced messaging.

UNLIMITED DATA CONNECT PLAN	SOC CODES	CONTRACT PRICE
Unlimited Data Connect	LTEDDUG, DDUG, PADUNGOV, LTEPDUNGV, LTETBUNGV, TABUNGOV	\$34.99

Data Connect and Laptop Connect plans

These plans provide for unlimited data usage for 3G and 4G/LTE capable Netbooks, Notebooks, Laptops, and USB devices. Plan provides unlimited domestic data. Voice calling is Pay-Per-Use (PPU). In-Network and Out-of-Network rates apply.

UNLIMITED DATA CONNECT PLAN (Continued)	SOC CODES	CONTRACT PRICE
Unlimited LTE Hotspot/Tethering Data Plan for the Apple iPad	GOVPADUN	\$34.99

Data Connect and Laptop Connect plans

This plan provides for unlimited data usage for LTE capable Apple iPad devices. Plan provides unlimited domestic data and unlimited mobile hotspot. Voice calling is Pay-Per-Use (PPU). In-Network and Out-of-Network rates apply.

TELEMETRY DATA PLANS

RATE PLAN	SOC CODE	CONTRACT PRICE
1 MB Pooled Plan	PTCJ, PCTJ	\$4.00
2 MB Pooled Plan	PCTK, PTCK	\$4.50
3 MB Pooled Plan	PTCL, PCTL	\$5.00
4 MB Pooled Plan	PTCM, PCTM	\$5.50
5 MB Pooled Plan	PTCN, PCTN	\$6.00
10 MB Pooled Plan	PTCI, PCTI	\$8.50
20 MB Telemetry	WWC5, WWC6	\$10.00
50 MB Business Connect Plans	CCPSB14L	\$12.00
250 MB LTE Business Connect CCS Pooled Standalone	CCPSA11L	\$14.99
1000 MB LTE Business Connect CCS Pooled Stand Alone	CCPSA12L	\$24.99
5000 MB LTE Business Connect CCS Pooled Stand Alone	CCPSA13L	\$33.99

(Telemetry Data) Government Connect Plans

Are intended for use with machine-to-machine and/or Wireless Wide Area Network (WWAN) applications and not for support of individual remote or mobile workers using a laptop or PDA. For plans designed for laptop and PDA customers, see DataConnect rate plan brochure. AT&T also imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a gross receipts surcharge, and State and Federal Universal Service charges. The Regulatory Cost Recovery Fee is not a tax or a government-required charge. ELIGIBILITY: Valid eligible Government or government agreement for wireless service required. Government Connect plans are restricted to corporate responsibility end users ("Corporate Responsibility Users" or "CRUs"). Individual responsibility end users (a.k.a. "Sponsorship Employees") may not activate lines under Government Connect plans. Government customer and CRU service address(es) must be within an AT&T-owned wireless network coverage area. Fixed wireless deployments must be installed within an AT&T-owned wireless network coverage area. Ask your AT&T account representative for address verification. Government Connect plans only work with select equipment, features, billing services and service offerings. VOICE CALLING: Voice calling is restricted on the 1MB, 5MB, and 10MB plans. For primary and backUp plans with a voice-capable device, voice calls are \$0.40 per minute on AT&T's wireless network and \$0.69 per minute for domestic roaming voice calls off AT&T's wireless network. See AT&T Nation® Rate Plan map for voice coverage area. If desired, subscribers may request voice blocking on any rate plan at no additional cost. MESSAGING: The default rate is \$0.20/message for Text/Instant Messages and \$0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are \$0.20/message for Text Messages and \$0.50/message for Picture/Video Messages. Additional charges for premium content apply. MISCELLANEOUS: AT&T strongly encourages the use of compatible customer-provided and/or third-party security solutions, such as virtual private networks (VPNs). Additional eligibility, billing, usage and other restrictions and terms apply. See General Terms and Conditions and applicable Additional Terms that follow. I. GENERAL TERMS AND CONDITIONS APPLICABLE TO AT&T'S GOVERNMENT CONNECT WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH SUCH WIRELESS DATA SERVICES AND WIRELESS CONTENT. AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for circumscribed purposes and pricing for Data Services is device dependent, based on the transmit and receive capacity of each device. A pricing plan designated for one type of device may not be used with another device. These Services may be subject to credit approval and may only be available when combined with certain voice rate plans. Compatible data-enabled wireless device required. Usage/Billing: Usage and monthly fees will be charged as specified in your plan. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULLMINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. Data sent and received includes, but is not limited to downloads, email, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its partner wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico. Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. BroadbandConnect access requires a compatible, eligible 3G device. Overage is billed by the kilobyte. Service charges paid in advance for monthly or annual Services are nonrefundable. Some Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. See applicable rate plan materials for

complete pricing and terms. Prices do not include taxes, directory assistance, roaming, universal services fees or other exactions and are subject to change. In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems. Voice: If you have a voice-capable device, unless you request voice blocking, select a data plan that restricts voice access or select a qualified voice plan, the default rate for voice calls on AT&T's wireless network are \$0.40 per minute and \$0.69 per minute for domestic roaming voice calls off AT&T's wireless network (rates are subject to change without notice). Additional taxes and surcharges may apply. See AT&T Nation® map at store or att.com/wireless for default wireless voice coverage area. If you request voice blocking or your selected data plan restricts voice access, all voice calling capabilities (except for outgoing calls from the device to 911 or 611) will be blocked, including without limitation, calls from 911 or 611 to the device. If you have a wireless voice plan, wireless voice calls are billed as provided in your wireless voice rate plan. Roaming: Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands. International Roaming: See att.com/wireless international or dial 866.246.4852 for more information and for a list of currently available countries and carriers. Compatible international-capable device required. Certain countries and/or carriers within a roaming zone may be unavailable with certain plans or Services while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Rates apply to AT&T's wireless customers only. Certain tenure, billing and credit restrictions and additional charges may apply. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when taken out of the United States. Cancellations/Early Termination Fee: An Early Termination Fee of \$175 may be assessed against you in the event that you terminate your Wireless Service Agreement and/or selected plan before the expiration of its term. For Service activated on or after May 25, 2008, the Early Termination Fee will be reduced by \$5 for each full month toward your minimum term that you complete. You may cancel your service, for any reason and without incurring the Early Termination Fee, within thirty (30) days of signing your Wireless Service Agreement, PROVIDED, however, that if you cancel service you will remain responsible for any service fees and charges incurred. If you cancel within three (3) days of signing your Wireless Service Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, you may be required to return devices and associated accessories purchased in connection with your Wireless Service Agreement. Service Availability and Access/Coverage: AT&T does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T BroadbandConnect, EDGE and GRPS. AT&T BroadbandConnect only available in select markets. See coverage map(s), available at store or from your sales representative, for details. AT&T BroadbandConnect download speeds only available on the AT&T BroadbandConnect network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints. Information/Content: Certain information or content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION OR CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE,

STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies may differ among AT&T's content or service providers and you are bound by such policies when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service. You acknowledge that every Government or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever. Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for Wireless Wide Area Network (WWAN) applications (e.g. machine-to-machine connections). While most common uses for Wireless Wide Area Network (WWAN) applications are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications; (ii) "auto-responders," "cancelbots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iii) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (iv) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (v) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/ or for the operation of servers, is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies. Security: AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. Changes to the terms and conditions: These terms and conditions may be changed from time to time. AT&T will post the most current version of these terms and conditions at https://www.wireless.att.com/businesscenter/en_US/pdf/legal/large-business-GTCs-061619.pdf or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions. Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC

and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible. Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to landline Internet. AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited. Additional Terms: See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/Acceptable Use Policy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. See Wireless Service Agreement, att.com/wireless or AT&T Customer Service for additional conditions, restrictions, privacy policy and information. Intellectual Property: All trademarks, service marks and trade names used on, or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed or otherwise exploited, in whole or in part, without the permission of the owner.

II. ADDITIONAL TERMS APPLICABLE TO GOVERNMENT CONNECT FOR SPECIFIC WIRELESS DATA SERVICES, TEXT, INSTANT MESSAGING AND PICTURE/VIDEO MESSAGING. Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 7 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/ Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. Fixed wireless deployments: INSTALLATION MUST BE WITHIN AN AT&T-OWNED WIRELESS NETWORK COVERAGE AREA AND USAGE OF THE SERVICES ON OTHER CARRIERS' WIRELESS NETWORKS ("OFFNET USAGE") IS PROHIBITED. If your fixed wireless deployment incurs any off-net usage, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. AT&T will provide notice that it intends to take any of the above actions and you may terminate your

agreement. Mobile wireless deployments: If your mobile wireless deployment Off-net Usage exceeds 10% of the kilobytes included with your plan during any two consecutive months, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. Government Connect plans (excluding \$29.99 plan): Consolidated billing is required. WIN Advantage® may also be required. AT&T will not provide Customer Care support on an individual subscriber basis, including without limitation, 611 calls from the device into the AT&T Customer Care support center. For Customer Care support, you must go through one designated contact, such as your telecom manager or system administrator, for all your CRUs under the plan. Pooling: Within a single Foundation Account (FAN), Customer's CRUs with pooling on an eligible Government Connect Plan ("Pooled Plan") aggregate or "pool" their included data usage ("Included Usage"), creating a "Pool." To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her included usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceed the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges. For example, if a Pool has 900 Under Usage kilobytes and 1,000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to Government needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Telemetry connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on pooled plans; however, these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a pool.

MESSAGING PLANS	SOC CODE	CONTRACT PRICE
200 Messages (SMS/MMS)	RMSG1	\$0.00, 10.0¢/message over 200
*Unlimited Messaging (SMS/MMS) SOC Code *(should be used when a Flat Rate Voice Plan, Pooled Voice Plan, or Unlimited Voice Plan is added to a feature phone or when a Flat Rate Voice Plan, Pooled Voice Plan, or Unlimited Voice Plan is added to a smartphone with a 5GB Pooled Hotspot/Tethering Data Plan otherwise, it is \$5.15)	MSG3	*\$0.00/\$5.15
**Unlimited Messaging (SMS/MMS) SOC Code (Should be used when adding a pooled minute voice plan or unlimited voice plan to a smartphone Unlimited Hotspot/Tethering Data Plan otherwise, it is \$5.15)	RGOVMSG3	**\$0.00/\$5.15

ENHANCED PUSH TO TALK PLANS (ePTT)	SOC CODES	CONTRACT PRICE
Enhanced PTT Bolt-On with a Non-Flat Rate Plan	EPPT05, EPTT05F, EPTTAPNLB	\$3.00, Unlimited ePTT
Enhanced PTT Bolt-On with a Flat Rate Plan	EPTT1999, EPTT1999F	\$10.00, Unlimited ePTT
Enhanced PTT Standalone Price Plan	EPTT030, EPTTAPNLR	\$18.99, Unlimited ePTT only
Enhanced PTT Integrated Dispatch Software	EPTTDP, FNEPTTDP1, FNIDC	\$30, Per License

Enhanced Push to Talk Plans

AT&T Enhanced Push-to-Talk (“Enhanced PTT”) is an IP-based end-to-end communications and applications platform that provides sub-second connections, advanced features that operate on a broad portfolio of compatible smartphone and rugged phone devices, and integration with various advanced mobility applications for use on the AT&T wireless data network and compatible Internet-connected networks.

General

Enhanced PTT subscribers can hold near-instant voice communications with individuals and groups of up to 250 designated users with compatible devices (“End Users”) on AT&T’s wireless data network and compatible Wi-Fi networks. Using the online Corporate Administrator Tool, subscribers can create lists of up to 1,000 contacts and view their contacts’ availability in real time through the use of status indicators. In addition, supervisors can override PTT calls in order to communicate time-sensitive messages to their teams. Using the optional Integrated Dispatch feature, subscribers can view End Users’ locations on a map and record PTT communications with the administrator’s PC. Using the optional Interoperability Feature, EPTT users can communicate with Land Mobile Radio and other external PTT networks using additional equipment, services and/or software available from third -party providers.

Enhanced Push to Talk Integrated Dispatch Software

Integrated Dispatch allows a dispatcher to operate from a centralized corporate facility and manage the activities for a set of mobile Enhanced Push-to-Talk users (also called fleet members) working in the field. This enables an organization to effectively manage day to day dispatch operations and rapidly respond to incidents, urgent situations, customer requests, facility events, and other situations that require quick actions. Managing your mobile users is easier than ever with the ability to see the location and PTT availability status of your group in near real-time. Using Integrated Dispatch, your administrators can view all of their EPTT users on a map, send and receive individual or group calls, send highly secure messages & files, and more – all from the convenience of a web-browser solution.

Important Information

Software: Enhanced PTT (the “Service”) consists of client software that is installed on supported devices that operate on the AT&T wireless data network and compatible Internet-connected networks. Use of the service on supported smartphones and PCs requires download and installation of the Enhanced PTT client software onto such devices. Other software on an end user’s device may impair performance. Customer and its end users must accept the EPTT End User License Agreement that may be found at www.att.com/eppteula prior to Customer’s installation and use of the Enhanced PTT software on their devices and PCs. Use of Integrated Dispatch software requires acceptance of the Integrated Dispatch End User License Agreement presented during installation. AT&T or its suppliers retain all right, title and interest, including, without limitation, all intellectual property rights, in and to all such software. SERVICE LIMITATIONS: ENHANCED PTT IS NOT INTENDED FOR USE IN EMERGENCY OR CRITICAL COMMUNICATIONS SETTINGS, OR WHERE ENCRYPTION IS REQUIRED FOR END-TO-END DATA IN TRANSIT. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed. If the Customer attempts to access Enhanced PTT via a custom Access Point Name (APN), through a firewall or from a network that does not meet the specified network access criteria defined at Enabling Requirements, the Service will not work. Enhanced PTT service is not compatible with traditional circuit-switched voice calls or certain other AT&T wireless services, including, without limitation, voice mail/Visual Voice Mail, AT&T Address Book, and Wireless Priority Service. The Service requires use of a supported wireless device or a Personal Computer running Windows Vista OS or higher (“PC”). Use of the Enhanced PTT client for PCs may require that the PC be connected to AT&T’s wireless network through an integrated modem/aircard or mobile hotspot device with a qualified data plan service. A list of supported devices is available at www.att.com/epptt, which is subject to change. The user interface and service performance may vary by device, and Integrated Dispatch features may not be compatible with all wireless devices. The Service is available to Customers with a qualified AT&T Government or government agreement (“Enterprise Agreement”) and their associated corporate responsibility users (“CRUs”) and individual responsibility users (“IRUs”). It may not be available for purchase in all areas, and not all service features and functionality are available on all supported devices. The Corporate Administrator Tool, Integrated Dispatch and Enhanced PTT client for PCs are only available for use with CRUs. Service performance is subject to transmission limitations and terrain, system, capacity and other limitations. The Service is not compatible with devices provisioned through the AT&T Control Center or Enterprise On Demand platforms. Enhanced PTT is designed to work only over AT&T’s domestic wireless data network footprint and for AT&T subscribers over compatible Wi-Fi networks. Enhanced PTT is disabled while using domestic or international roaming cellular wireless networks. Wireless data coverage is not available in some areas. AT&T mobility coverage maps are available at <https://www.att.com/maps/wireless-coverage.html>. Wireless data coverage is subject to transmission limitations and terrain, system, capacity and other limitations. Usage of Enhanced PTT on networks other than the AT&T wireless data network is dependent on proper configuration and quality of the network connection (see Enabling Requirements for details). AT&T is unable to provide troubleshooting or configuration assistance for third-party network connections and may be limited in its ability to troubleshoot service problems for transmissions made using such networks. AT&T provides no customer support in this regard other than verifying connectivity to the AT&T network and the Service.

AT&T WIRELESS BROADBAND (AWB)

RATE PLAN	MONTHLY DATA CHARGE	RESTRICTIONS
AT&T Wireless Broadband Standard	\$75.00	Data speeds up to 25 Mbps. AT&T may temporarily slow data speeds if the network is busy.
AT&T Wireless Broadband Advanced	\$85.00	Data speeds up to 50 Mbps. AT&T may temporarily slow data speeds if the network is busy.
AT&T Wireless Broadband Premium	\$105.00	Data speeds up to 100 Mbps. AT&T may temporarily slow data speeds if the network is busy.

Fees extra. Advertised pricing is only for plans currently offered to new and existing customers as of March 26, 2024.

* 5G/5G+ service requires a compatible device. Coverage not available everywhere. 5G+ is offered in limited locations in specific cities. See www.att.com/5Gforyou for details. Plans have maximum data speeds and thus may not enable you to experience the highest available speeds when accessing 5G/5G+ services.

** Video typically streams at standard definition. Content bundled with video may be slow to load. Go to www.att.com/myatt or www.att.com/premier (as applicable) to change your settings to view in higher definition. Details at www.att.com/VideoFeature.

Plans are not intended for consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi and may not be used in any manner prohibited under provisions in the Acceptable Use Policy at www.att.com/aup). When used indoors, plans require sufficient in building cellular coverage for optimal performance.

Data throughput speeds are capped at a maximum available data speed, which may not provide you with the highest speed available in a location at a specific point in time. Each plan's "up to" data speed is not guaranteed to be your actual speed; actual speeds vary & may be affected by a number of factors, including your proximity to a cell site, cell site capacity, the number of other users connected to the same cell site, terrain, AT&T network management practices, your applications, and your in-building coverage. Data throughput speeds of up to 50 Mbps and up to 100 Mbps require a device with a Category 18 or higher modem & use where enhanced AT&T 4G LTE-Advanced service or 5G/5G+ service is available.

AT&T WIRELESS BROADBAND STANDARD, ADVANCED & PREMIUM PLANS: Available only to government customers with a qualified wireless service agreement. For Corporate Responsibility User (CRU) lines of service only. Plans offer a wireless internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other internet end points connected directly or indirectly via a mobile wireless connection to the AT&T network. All wireless services are subject to the terms and conditions of your agreement. Plans are not intended for consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi and may not be used in any manner prohibited by your agreement.

AVAILABILITY: When used indoors, plan requires sufficient in-building cellular coverage to work optimally. Many things can affect the availability and quality of your wireless service including, but not limited to, your device and applications, your proximity to the cell site, cell site capacity, terrain, buildings, foliage, AT&T network management practices, and weather. You should assess whether there is sufficient cellular coverage (in building or otherwise) at your desired location(s).

DEVICES: Each plan is limited to one CRU line and requires a qualified mobile hotspot device (sold separately) supporting business applications.

OTHER RESTRICTIONS & FEES: Activation/upgrade fee per line (up to \$50) & deposit may apply. If you purchased a device that requires a service term commitment, an Early Termination/Cancellation Fee applies if you cancel service after the first 30 days & before your service term ends. See www.att.com/equipmentETF for details on what fee may apply for your device and how the fee is prorated over time. Credit approval may be required. AT&T reserves the right to suspend or terminate service to your account, place any noncomplying device on an appropriate plan, and/or add any other required element of a plan.

ADDITIONAL MONTHLY FEES & TAXES: Apply per line & include Regulatory Cost Recovery Charge (up to \$1.50), Administrative Fee (up to \$1.99), Property Tax Allotment surcharge (\$0.20-\$0.45) & other AT&T fees which are not government-required surcharges, as well as government taxes. Additional one-time Fees may apply. See www.att.com/mobilityfees for more details.

UNLIMITED DATA: For use in the United States (Domestic Coverage Area or DCA) only. All AT&T service is subject to AT&T network management practices. See www.att.com/broadbandinfo for details. Tethering/mobile hotspot use is allowed with compatible devices.

DATA SPEEDS: AT&T Wireless Broadband Standard has a maximum data speed of 25 Mbps, AT&T Wireless Broadband Advanced has a maximum data speed of 50 Mbps, and AT&T Wireless Broadband Premium has a maximum data speed of 100 Mbps. 50 Mbps and 100 Mbps maximum data speeds require (a) a device capable of using enhanced AT&T 4G LTE-Advanced technologies or 5G/5G+ service and (b) use where those respective services are available. Speeds vary, may be affected by a number of factors, and are not guaranteed.

DATA RESTRICTION: AT&T may temporarily slow data speeds if the network is busy.

VIDEO STREAMING: Plans include the Video Management feature. We aim to render streaming video in standard definition (max of 2 Mbps for customers on both 5G-enabled devices and rate plans or 1.5 Mbps for devices or plans not compatible with 5G) though some video cannot be identified. Sometimes, other content that content providers bundle with streaming video may be impacted and slowed, including downloads. In certain situations, we may deliver video content faster or at higher definition. To experience higher definition video when available, or if you have an issue, turn the feature off or back on any time at www.att.com/myatt or www.att.com/Premier. Details at www.att.com/VideoFeature.

5G SERVICE: Requires a compatible 5G device. Coverage not available everywhere. See www.att.com/5Gforyou for details. Because AT&T Wireless Broadband Standard, Advanced, and Premium plans have maximum data speeds, you may not experience the highest available speeds when accessing 5G service.

5G+ SERVICE: Requires a compatible 5G+ device. Coverage available only in limited locations in specific cities. See www.att.com/5Gforyou for cities. Because AT&T Wireless Broadband Standard, Advanced, and Premium plans have maximum data speeds, you may not experience the highest available speeds when accessing 5G+ service. Other restrictions apply.

COVERAGE: Coverage map may include areas that are served by unaffiliated carriers & not on AT&T's owned and operated network (off-net). Coverage is not available everywhere, subject to change without notice, and not guaranteed.

OFF-NET USAGE: Domestic off-net (roaming) data usage may be at 2G speeds. Plans do not permit international roaming. Excessive Off-Net Usage: You get an off-net (roaming) usage allowance for each service (see Additional Service and Equipment-Related Terms at www.att.com/abs-addtl-terms or comparable provisions in your Business Agreement). If you exceed the allowance, your service(s) may be restricted.

AT&T INTERNET AIR FOR BUSINESS

RATE PLAN	MONTHLY SERVICE CHARGE	ADDITIONAL FEATURES	DATA RESTRICTIONS
AT&T Internet Air for Business Standard	\$65	Video Management feature - helps preserve bandwidth by slowing data recognized as video to Standard Definition (feature can be turned off/back on)	AT&T may temporarily slow data speeds if the network is busy.
AT&T Internet Air for Business Premium	\$105	Higher level of priority for first 250GB of data Video Management feature - helps preserve bandwidth by slowing data recognized as video to Standard Definition (feature can be turned off/back on)	After 250GB, AT&T may temporarily slow data speeds if the network is busy.

AT&T Internet Air for Business Limitations: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to others. Plans are not intended for consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi and may not be used in any manner prohibited under www.att.com/aup).

AT&T INTERNET AIR™ FOR BUSINESS STANDARD & AT&T INTERNET AIR FOR BUSINESS PREMIUM PLANS: Available only to government customers. For Corporate Responsibility User (CRU) lines of service only. Plans offer a wireless high-speed internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other internet end points connected directly or indirectly via a fixed wireless connection to the AT&T network. All wireless services are subject to the terms and conditions. Plans are not intended for consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi and may not be used in any manner prohibited under www.att.com/aup).

AVAILABILITY: Not available for use at residential locations. To qualify for AT&T Internet Air™ for Business service, you must have a non-residential business service address in an AT&T-owned and operated coverage area that is eligible for AT&T Internet Air™ for Business. Service areas for AT&T Internet Air™ for Business are determined by coverage and capacity availability on the local mobile network and may change from time to time. If your service is cancelled or terminated, you may not qualify to reactivate the service if your location is deemed no longer eligible. When used indoors, plans also require sufficient in building cellular coverage to work optimally. You should assess whether there is sufficient in building coverage at your desired location prior to purchase.

SERVICE RESTRICTIONS: You may not use AT&T Internet Air™ for Business at any address other than your designated service address without AT&T's express prior written approval. If you use AT&T Internet Air™ for Business at a location other than your designated service address without such approval, the service may not operate as intended.

DEVICES: Each plan is limited to one CRU line and requires a qualified, data-only wireless router (sold separately) supporting business applications.

ADDITIONAL MONTHLY FEES & TAXES: Apply per line & include Regulatory Cost Recovery Fee (up to \$1.50), Administrative Fee (up to \$1.99), Property Tax Allotment Fee (\$0.20-\$0.45) & other AT&T fees which are not government-required surcharges, as well as government taxes. Additional one-time Fees may apply. See www.att.com/mobilityfees for more details.

DATA: For use in the United States at your designated service address only. All AT&T service is subject to AT&T network management practices. See www.att.com/broadbandinfo for details. Tethering/mobile hotspot use is allowed with compatible devices.

DATA SPEEDS: The speed of AT&T Internet Air™ for Business service is very dependent upon the connection your wireless router can achieve with the AT&T mobile network. Many things can affect the availability and quality of your service including, but not limited to, your proximity to the cell site, the position of your device within your location, local congestion caused by use of network capacity by high numbers of users simultaneously using data intensive applications in the vicinity of the cell tower serving your designated service address, blockage of the signal between the designated service address and the cell tower (caused by objects such as buildings, foliage, etc.), AT&T network management practices, and weather. As such, performance, experience, and speeds will vary and are not guaranteed. To maximize performance, you should make every effort to position your router in an optimal position for your location.

DATA RESTRICTIONS: For Standard plan: For all data usage, AT&T may temporarily slow data speeds if the network is busy. For Premium plan: After 250GB of data usage in a bill cycle, for the remainder of cycle AT&T may temporarily slow data speeds if the network is busy.

AT&T Internet Air™ for Business Limitations: AT&T may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum. In order to ensure the best quality of service for all customers using the mobility network, during times of heavy network congestion AT&T may (a) temporarily prioritize services that may be most severely impacted by congestion; and/or (b) temporarily de-prioritize and/or throttle services deemed likely to contribute to heavy congestion.

VIDEO STREAMING: Plans include the Video Management feature. We aim to render streaming video in standard definition (max of 2 Mbps for customers on both 5G-enabled devices and rate plans or 1.5 Mbps for devices or plans not compatible with 5G) though some video cannot be identified. Sometimes, other content that content providers bundle with streaming video may be impacted and slowed, including downloads. In certain situations, we may deliver video content faster or at higher definition. To experience higher definition video when available, or if you have an issue, turn the feature off or back on any time at www.att.com/myatt or www.att.com/premier, as applicable. Details at www.att.com/videofeature.

5G SERVICE: Requires a compatible 5G device and a designated service address in a 5G coverage area. Coverage not available everywhere. See www.att.com/5Gforyou for details.

5G+ SERVICE: Requires a compatible 5G+ device and a designated service address in a 5G+ coverage area. Coverage available only in limited locations in specific cities. See www.att.com/5Gforyou for cities. Other restrictions apply.

250GB AT HIGHER PRIORITY LEVEL: For AT&T Internet Air for Business Premium plan only. Plan includes a network-based quality of service (**QoS**) feature that assigns a higher priority level (as compared to the Standard plan) for your first 250GB of data traffic originating on and traveling over the AT&T-owned domestic network in each bill cycle (excluding microcells, AT&T Wi-Fi service, and roaming partner networks). If you exceed 250GB of data usage in a bill cycle, then for all data usage for the remainder of the bill cycle, AT&T may temporarily slow data speeds if the network is busy. Feature does not (a) prioritize data traffic ahead of all other data traffic (which may receive a similar or higher QoS), (b) provide priority access to available network resources, or (c) provide preemption capabilities.

COVERAGE: Coverage is not available everywhere, subject to change without notice, and not guaranteed.

OFF-NET USAGE: Domestic off-net (roaming) data usage may be at 2G speeds. Plans do not permit international roaming. Excessive Off-Net Usage: You get an off-net (roaming) usage allowance for data service. If you exceed the allowance, your service(s) may be restricted.

FIRSTNET

What is FirstNet?

FirstNet is a nationwide public safety communications platform dedicated to first responders in a public-private partnership between AT&T and the First Responder Network Authority.

What is FirstNet's Mission?

To deploy, operate, maintain, and improve the first high-speed, nationwide wireless broadband network dedicated to public safety. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions.

Who qualifies for FirstNet?

We have 2 types of eligible Public Safety Entities, Primary Users and Extended Primary Users. Primary Users are Public Safety Entities that act as first responders, the agencies who are at an emergency scene first. This includes law enforcement, fire protection services, emergency medical services, emergency (911) call dispatching and government Public Safety Answering Points, emergency planning and management offices, and ambulance services.

Extended Primary Users are those agencies, organizations, non-profit or for-profit companies that provide public safety services in support of Primary Users. They provide mitigation, remediation, overhaul, clean-up, restoration, or other such services during or after an incident.

FirstNet Eligibility:

In order to take advantage of the AT&T FirstNet Solution, Customer must (a) be a qualified "Public Service Entity" as recognized by the First Responder Network Authority, or a FirstNet Eligible User and (b) restrict access to the AT&T FirstNet Solution solely to Authorized Users (as defined in the AT&T FirstNet Solution Service Guide described below) who must be located in a state or territory which has opted in to use the AT&T FirstNet Nationwide Public Safety Broadband Network.

Who will manage the FirstNet account and pay the bill?

Primary Users can have two types of authorized users: Agency Paid Users and Subscriber Paid Users; Extended Primary Users can have only Agency Paid Users.

Agency Paid Users are employees and contractors of a qualified Public Safety Entity. The Public Safety Entity pays for the FirstNet service for Agency Paid Users.

Subscriber Paid Users are verified and approved (a) employees of a Primary User Public Safety Entity or (b) qualified volunteer personnel affiliated with a Primary User Public Safety Entity. Subscriber Paid Users pay for their own FirstNet service.

CUSTOM FIRSTNET MOBILE PLANS

1. FirstNet Custom Offer:

Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §2 (including all sub-sections and Tables), Contractor will provide Customer and the FirstNet Eligible Users, as defined in this Amendment, the following custom offer: the FirstNet Mobile Plans as described in Section 2.1 herein (the “Custom FirstNet Mobile Pooled and Unlimited Plans”) the FirstNet Mobile Plans – Subscriber Paid as described in Section 2.2 herein (the “Custom FirstNet Mobile Subscriber Paid Plans”) and the FirstNet Activation Credit as described in Section 2.3 herein, collectively referred to herein as the “Custom FirstNet Mobile Plans”. The Custom FirstNet Mobile Plans are, at times, referred to as the “Custom Offer”. The Custom Offer is available for the term of the Agreement.

1.1 Custom FirstNet Mobile Pooled and Unlimited Plans.

The Custom FirstNet Mobile Pooled and Unlimited Plans shall consist of the following:

**TABLE 1.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES****

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.99 MSC*	\$24.50 MSC	\$36.00 MSC	\$205.00 MSC	\$373.00 MSC	\$1,745.00 MSC	\$3,350.00 MSC
For use with a subsidized device	\$35.99 MSC	\$44.50 MSC	\$56.00 MSC	\$225.00 MSC	\$393.00 MSC	\$1,765.00 MSC	\$3,370.00 MSC

*MSC means Monthly Service Charge

** Plans outlined include Unlimited Voice and Text

**TABLE 1.1.2*
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES***

Add-a-Line for use with an unsubsidized device	\$10.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	\$22.99 Monthly Service Charge

*Plans outlined above include Unlimited Voice and Text

CUSTOM FIRSTNET FLAT RATE PLAN FOR FEATURE PHONES*

VOICE (PER MINUTE) RATE PLAN	SOC CODE	CONTRACT PRICE
(Flat Rate) Per Minute Voice Plan	FNXFP004	\$4.00 Monthly Service Fee and 4.0¢ Per Minute Nationwide Rate with 500 Mobile-to Mobile minutes and 500 Nights & Weekend minutes with 4.0¢ Overage

*Unlimited Texting may be added as an option, \$5.00 Monthly Service Charge. Or Texting Pay Per Use (PPU), as follows: Text/Instant Messaging (SMS) \$0.20 per message; Picture/Video Messages (MMS) \$0.30 per message; Data Usage, including web browsing, up to \$2 per MB. These prices are valid for use in the U.S. only. Charges for international messages sent from the U.S. are \$0.25 for Text/Instant Messages and \$0.50 for Picture/Video Messages.

*No device subsidies are allowed on this plan

**TABLE 1.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.00 MSC	\$16.00 MSC	\$23.00 MSC	\$200.00 MSC	\$368.00 MSC	\$1,740.00 MSC	\$3,343.00 MSC
For use with a subsidized device	\$20.00 MSC	\$26.00 MSC	\$33.00 MSC	\$210.00 MSC	\$378.00 MSC	\$1,750.00 MSC	\$3,353.00 MSC

**TABLE 1.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones*	Unlimited Standard for Smartphones**	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$34.99

*Enhanced Smartphone includes Unlimited, Voice, Text, Data, and Mobile Hotspot
 ** Standard Smartphone includes Unlimited, Voice, Text, and Data only

TABLE 1.1.5 CUSTOM FIRSTNET ENHANCED* PTT ONLY PLANS	
Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 Monthly Service Charge
*Enhanced PTT includes Unlimited, Voice, Text, Data, and Mobile Hotspot	

TABLE 1.1.6 CUSTOM FIRSTNET MOBILE RATE PLANS FOR ERK DEVICES*	
SERVICE	PRICE
Monthly ERK Pay-Per-Use Plan for feature phones, smartphones, and MiFi's	\$5.00 per month
Talk	\$0.25 per minute
Text	\$0.10 per message
Data	\$10 per GB (billed in per-KB increments at \$0.000009536 per KB)
<p>*Pricing does not include FirstNet Ready® phones (requires non-subsidized or customer owned (COAM) devices), mobile broadband devices, or accessories. FirstNet Ready® Devices are sold separately through your AT&T FirstNet Representative. Available only to Public Safety Entities with a FirstNet Service Agreement (Business Agreement) and only for Agency Paid User lines of service. Excludes applicable shipping, taxes, and surcharges. Device setup and configuration not included. Professional services for processing and Kit available at an additional cost. See rate plan brochure for full details http://marketing.web.att.com/oil/download?oilID=43c2ee73170669.</p>	

TABLE 1.1.7 FirstNet IoT Price Plans				
Plan	Description	Monthly Price	Data Overage Price (MB)	Pooled
250MB	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G 250MB Plan	\$5.49	\$0.015/MB	Yes
500MB	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G 500MB Plan	\$6.75	\$0.015/MB	Yes
1GB	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G 1GB Plan	\$9.99	\$0.015/MB	Yes
2GB	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G 2GB Plan	\$15.99	\$0.015/MB	Yes
UNL	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G UNL Plan	\$34.99	\$0.000/MB	No

*Pricing does not include FirstNet Ready® Data Only Device (requires non-subsidized or customer owned (COAM) devices), mobile broadband devices, or accessories. FirstNet Ready® Devices are sold separately through your AT&T FirstNet Representative. Available only to Public Safety Entities with a FirstNet Service Agreement (Business Agreement) and only for Agency Paid User lines of service. Excludes applicable shipping, taxes, and surcharges. Device setup and configuration not included. Professional services for processing and Kit are available at an additional cost. See rate plan brochure for full details <http://marketing.web.att.com/oil/download?oilID=43c2ee73170669>.

**IoT Rate Plan Automation and Rate Plan Laddering is available for FirstNet accounts at no additional charge, contact your AT&T FirstNet Representative for more details.

***See full list of Certified FirstNet Ready devices, <https://www.firstnet.com/content/dam/firstnet/white-papers/firstnet-certified-devices.pdf>

Custom FirstNet Mobile Plans – Subscriber Paid.

In addition to Custom FirstNet Mobile Pooled and Unlimited Plans available to Customer and its CRUs, Contractor offers a Subscriber Paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Customer hereby authorizes Contractor to provide such individuals with the discounts set forth in §1.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Customer must remain eligible for the Custom FirstNet Mobile Plans described in § 1.1 for the Custom FirstNet Mobile Subscriber Paid Plans described in §1.2 to apply. The corresponding subscriber must be eligible to activate Service on the underlying version of the corresponding Custom FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are only available to Subscriber Paid Users. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table below will be achieved via application of a modifier also reflected on the invoice.

TABLE 1.2.1 CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – FIRST RESPONDER PLANS*					
	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$24.50	\$36.00	\$10.99	\$16.00	\$23.00
*Plans outlined above include Unlimited Voice and Text					

TABLE 1.2.2 CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – FIRST RESPONDER UNLIMITED PLANS			
	Unlimited Smartphone Plan (without Mobile Hotspot)*	Unlimited Smartphone Plan (with Mobile Hotspot)**	Unlimited Tablet Plan (with Mobile Hotspot)***
Monthly Service Charge	\$39.99	\$44.99	\$34.99
*Includes Unlimited Voice, Text, and Data only **Includes Unlimited Voice, Text, Data, and Mobile Hotspot ***Includes Unlimited Data and Mobile Hotspot			

**TABLE 1.2.2
CUSTOM FIRSTNET Rapid Response Solution**

Plan	Description	Monthly Recurring Charge
FirstNet Rapid Response Subscription1 Smartphone Standard	Unlimited FirstNet Rapid Response use2	\$8.00/per user
FirstNet Rapid Response Subscription1 Smartphone Advanced	Unlimited FirstNet Rapid Response use2	\$27.50/per user
FirstNet Rapid Response Subscription1 Feature Phone Standard	Unlimited FirstNet Rapid Response use2	\$29.00/per user
FirstNet Rapid Response Subscription1 Feature Phone Advanced	Unlimited FirstNet Rapid Response use2	\$39.00/per user
FirstNet Rapid Response LMR3,4 Interoperability Add-On (standard)	Unlimited communication between FirstNet Rapid Response users and LMR users	\$5.00/per user
FirstNet Rapid Response LMR Interop Site License Fee	Site licensing fee for each RoIP Gateway	\$2500 (one-time charge)
Streaming Video Add-On	Video steaming feature to push or pull video to individuals or groups	\$20.00/per device
User license	Wi-Fi Application User License	\$20.00/per device
Web Dispatch Solution	Web browser solution to manage daily operations, locate users, send, and receive individual or group calls, send highly secure messages and files.	\$260.00/per seat
Web Dispatch with Video	Web Dispatch Solution with streaming video feature	\$300.00/per seat

- (1) Requires a FirstNet Capable device w/ a FirstNet SIM with an existing FirstNet wireless rate plan and a Rapid Response subscription. See www.firstnet.com/rapidresponse for details. Not eligible for contract-based discounts.
- (2) "Unlimited" applies to use of FirstNet Rapid Response on AT&T's U.S. domestic wireless data network footprint (including supported domestic roaming partners with a connection to the FirstNet Core). Such FirstNet Rapid Response usage does not count as part of the usage or data allowance under FirstNet Wireless voice or data plans. Use of FirstNet Rapid Response while roaming on partners who do not have connection to the FirstNet Core is not supported. Video may be ltd to SD. Speed, usage, and other restrictions apply.
- (3) Requires a FirstNet Rapid Response subscription.
- (4) Requires installation of customer owned and operated equipment.

AlertGPS on FirstNet & AlertGPS on for Enterprise

Solution defined

AlertGPS is a discreet, lightweight, wearable device that pinpoints your employee's location at the push of a button. Their location is captured and transmitted to the response center, where a live agent answers the call, opens a 2-way conversation to assess the incident and dispatches emergency services if required – remaining on the line until help arrives.

The solution can also send simultaneous alerts to designated team members, command staff or safety officers for situational awareness. And with built-in fall detection, it automatically alerts the response center if someone falls, triggering an immediate response – even if the user is unresponsive.

The device

AlertGPS is a small, lightweight, wearable device that sends an alert with one push of a button. As soon as your employee pushes the button, AlertGPS pinpoints their location, and a live monitoring center agent opens a conversation with your employee. With AlertGPS, your remote workforce is never alone. If an employee is lost or nervous about walking in a dark parking lot – no problem. In a medical emergency, the monitoring center calls first responders and stays on the line to provide support every step of the way. And with built-in fall alert capability, AlertGPS knows when someone falls and triggers an alert automatically.

Two-way communication with the monitoring center and location tracking begins.

AlertGPS: Hardware, Software, License, Shipping, Training, Installation, or some other product component						
Description	Type	SKU	Price	Net Price	Billing Frequency	Available to new Users
GV AlertGPS charge for Licensing, Connectivity, Hosting, Compliance, Maintenance and Support (price per AlertGPS Tag) -- SAF-MRR-ATTC-ONG-AGPS	License	AGPSMRCGV	29.99	\$29.99	Monthly	Yes
FN GV AlertGPS charge for Licensing, Connectivity, Hosting, Compliance, Maintenance and Support (price per AlertGPS Tag) -- SAF-MRR-ATTC-ONG-AGPS	License	FNAGPSGV	29.99	\$29.99	Monthly	Yes
GV Alert GPS MRC + App	License	AGPSMAPGV	39.99	\$39.99	Monthly	Yes
FN GV AlertGPS MRC + App	License	FNAGPSAGV	39.99	\$39.99	Monthly	Yes
GV Alert GPS App	License	AGPSAPPGV	19.99	\$19.99	Monthly	Yes
AlertGPS PERS Tag	Hardware	4501S	119.99	\$119.99	One Time	Yes
FN AlertGPS Tag	Hardware	4500S	139.99	\$139.99	One Time	Yes
AlertGPS Tag -- SAF- NRR-AGPS	Hardware	4208S	139.99	\$139.99	One Time	Yes
AlertGPS Beacon device - PERS	Hardware	4545T	59.99	\$59.99	One Time	Yes
AlertGPS Shipping	Shipping	4546T	20	\$20.00	One Time	Yes

***Volume Discounts available, contact AT&T representative for quote.

AT&T Mobile Field Solutions	Netmotion VPN	A client/server software-only mobile Virtual Private Network ("VPN") for Windows operating devices, including laptops, tablets, pocket PCs and smartphones, that provides application persistence to the Transport Layer of the Open System Interconnection ("OSI") Layer. The Solution also helps to protect the VPN tunnel and applications from data loss, and it does not require multiple log-ins or re-authentication when a user suspends, and resumes use of devices or transitions across networks
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Product Code	Product Name	List Price
RTL.43019	Mobility for Windows (25-99)	\$200.00
RTL.43690	Mobility for Windows (100-249)	\$145.00
RTL.43691	Mobility for Windows (250-499)	\$135.00
RTL.43692	Mobility for Windows (500-999)	\$125.00
RTL.43020	Mobility for Windows + Analytics (25-99)	\$220.00
RTL.43693	Mobility for Windows + Analytics (100-249)	\$160.00
RTL.43694	Mobility for Windows + Analytics (250-499)	\$150.00
RTL.43695	Mobility for Windows + Analytics (500-999)	\$140.00
RTL.43021	Mobility for Windows + NAC (25-99)	\$220.00
RTL.43696	Mobility for Windows + NAC (100-249)	\$160.00
RTL.43697	Mobility for Windows + NAC (250-499)	\$150.00
RTL.43698	Mobility for Windows + NAC (500-999)	\$140.00
RTL.43022	Mobility for Windows + NAC & Analytics (25-99)	\$240.00
RTL.43704	Mobility for Windows + NAC & Analytics (100-249)	\$175.00
RTL.43703	Mobility for Windows + NAC & Analytics (250-499)	\$165.00
RTL.43705	Mobility for Windows + NAC & Analytics (500-999)	\$155.00
RTL.43023	Mobility for Windows + Policy (25-99)	\$275.00
RTL.43700	Mobility for Windows + Policy (100-249)	\$210.00
RTL.43043	Mobility for Windows + Policy (250-499)	\$195.00
RTL.43044	Mobility for Windows + Policy (500-999)	\$180.00

RTL.43024	Mobility for Windows + Policy & Analytics (25-99)	\$295.00
RTL.43045	Mobility for Windows + Policy & Analytics (100-249)	\$225.00
RTL.43046	Mobility for Windows + Policy & Analytics (250-499)	\$210.00
RTL.43047	Mobility for Windows + Policy & Analytics (500-999)	\$195.00
RTL.43025	Mobility for Windows + Policy & NAC (25-99)	\$295.00
RTL.43711	Mobility for Windows + Policy & NAC (100-249)	\$225.00
RTL.43712	Mobility for Windows + Policy & NAC (250-499)	\$210.00
RTL.43713	Mobility for Windows + Policy & NAC (500-999)	\$195.00
RTL.43026	Mobility for Windows + Policy, NAC & Analytics (25-99)	\$315.00
RTL.43714	Mobility for Windows + Policy, NAC & Analytics (100-249)	\$240.00
RTL.43706	Mobility for Windows + Policy, NAC & Analytics (250-499)	\$225.00
RTL.43715	Mobility for Windows + Policy, NAC & Analytics (500-999)	\$210.00
RTL.43716	Mobility for Android (25-99)	\$200.00
RTL.43717	Mobility for Android (100-249)	\$145.00
RTL.43718	Mobility for Android (250-499)	\$135.00
RTL.43719	Mobility for Android (500-999)	\$125.00
RTL.43720	Mobility for Android + Analytics (25-99)	\$220.00
RTL.43721	Mobility for Android + Analytics (100-249)	\$160.00
RTL.43722	Mobility for Android + Analytics (250-499)	\$150.00
RTL.43723	Mobility for Android + Analytics (500-999)	\$140.00
RTL.43724	Mobility for Android + Policy (25-99)	\$275.00
RTL.43725	Mobility for Android + Policy (100-249)	\$210.00
RTL.43726	Mobility for Android + Policy (250-499)	\$195.00
RTL.43727	Mobility for Android + Policy (500-999)	\$180.00
RTL.43728	Mobility for Android + Policy & Analytics (25-99)	\$295.00
RTL.43729	Mobility for Android + Policy & Analytics (100-249)	\$225.00
RTL.43730	Mobility for Android + Policy & Analytics (250-499)	\$210.00
RTL.43731	Mobility for Android + Policy & Analytics (500-999)	\$195.00
RTL.4882D	Mobility for iOS (25-99)	\$200.00
RTL.4880D	Mobility for iOS (100-249)	\$145.00
RTL.4883D	Mobility for iOS (250-499)	\$135.00
RTL.4874D	Mobility for iOS (500-999)	\$125.00
RTL.4879D	Mobility for iOS + Analytics (25-99)	\$220.00
RTL.4875D	Mobility for iOS + Analytics (100-249)	\$160.00
RTL.4885D	Mobility for iOS + Analytics (250-499)	\$150.00
RTL.4872D	Mobility for iOS + Analytics (500-999)	\$140.00
RTL.4871D	Mobility for iOS + Policy (25-99)	\$275.00
RTL.4886D	Mobility for iOS + Policy (100-249)	\$210.00
RTL.4873D	Mobility for iOS + Policy (250-499)	\$195.00

RTL.4887D	Mobility for iOS + Policy (500-999)	\$180.00
RTL.4878D	Mobility for iOS + Policy & Analytics (25-99)	\$295.00
RTL.4888D	Mobility for iOS + Policy & Analytics (100-249)	\$225.00
RTL.4889D	Mobility for iOS + Policy & Analytics (250-499)	\$210.00
RTL.4890D	Mobility for iOS + Policy & Analytics (500-999)	\$195.00
RTL.43732	Mobility Policy Module (25-99)	\$75.00
RTL.43733	Mobility Policy Module (100-249)	\$65.00
RTL.43734	Mobility Policy Module (250-499)	\$60.00
RTL.43735	Mobility Policy Module (500-999)	\$55.00
RTL.43736	Mobility NAC Module (25-99)	\$20.00
RTL.43737	Mobility NAC Module (100-999)	\$15.00
RTL.43738	Mobility Analytics Module (25-99)	\$20.00
RTL.43739	Mobility Analytics Module (100-999)	\$15.00
RTL.43705	Mobility Additional Server	\$5,000.00
RTL.43682	Mobility SMB Account	\$1,000.00
RTL.4278E	Standard NM Mobility Platform	\$1,500.00
RTL.4279E	Enterprise NM Mobility Platform	\$2,500.00
RTL.43740	Mobility Enterprise for Windows (1st 1000)	\$105.00
RTL.43741	Mobility Enterprise for Windows	\$55.00
RTL.43742	Mobility Enterprise for Windows + Policy (1st 1000)	\$150.00
RTL.43743	Mobility Enterprise for Windows + Policy	\$100.00
RTL.43744	Mobility Enterprise for Windows + NAC (1st 1000)	\$115.00
RTL.43745	Mobility Enterprise for Windows + NAC	\$65.00
RTL.43746	Mobility Enterprise for Windows + Policy & NAC (1st 1000)	\$160.00
RTL.43747	Mobility Enterprise for Windows + Policy & NAC	\$110.00
RTL.43748	Mobility Enterprise for Android (1st 1000)	\$105.00
RTL.43749	Mobility Enterprise for Android	\$55.00
RTL.43750	Mobility Enterprise for Android + Policy (1st 1000)	\$150.00
RTL.43751	Mobility Enterprise for Android + Policy	\$100.00
RTL.4877D	Mobility Enterprise for iOS (1st 1000)	\$105.00
RTL.4891D	Mobility Enterprise for iOS	\$55.00
RTL.4892D	Mobility Enterprise for iOS + Policy (1st 1000)	\$150.00
RTL.4893D	Mobility Enterprise for iOS + Policy	\$100.00
RTL.43683	Mobility Enterprise Policy Module	\$45.00
RTL.43684	Mobility Enterprise NAC Module	\$10.00
RTL.43685	Mobility Enterprise Analytics Module	\$0.00
RTL.43686	NM Mobility Premium Maintenance (25%)	25% of TCV *1 year
RTL.43687	NM Mobility Premium Maintenance (22%)	22% of TCV *2 years
RTL.43688	NM Mobility Premium Maintenance (20%)	20% of TCV *3 years

RTL.43752	NM Mobility Standard Maintenance (15%)	15% of TCV *1 year
RTL.43753	NM Mobility Standard Maintenance (14%)	14% of TCV *2 years
RTL.43754	NM Mobility Standard Maintenance (13%)	13% of TCV *3 years
RTL.43755	NM Mobility Upgrade 8.x to 10.x	40% of TCV of Licenses
RTL.43756	NM Mobility Upgrade 9.x to 10.x	35% of TCV of Licenses
RTL.43689	Sure-Start	\$5000.00
RTL.43757	Sure-Start Express	\$2000.00
RTL.43758	Sure-Check System Review	\$2000.00
RTL.43759	Advanced Authentication Assistance	\$2000.00
RTL.43760	Sure-Check System Audit	\$7000.00
RTL.43761	Technical Services On-Site	\$5000.00
RTL.43762	Technical Services Remote	\$2000.00
RTL.43763	Advanced Authentication Solution	variable
RTL.43764	Mobility Certification Training	\$1995.00
RTL.43765	On-Site Mobility Certification Training	\$15000.00
RTL.43766	Mobility Certification Facility Reservation	\$2000.00
RTL.43767	Dedicated Technical Account Manager (1 year)	\$40000.00
RTL.43768	Open VPN Setup	\$1250.00
Standalone Diagnostics without Mobility License		
RTL.43171	NetMotion Diagnostics & Alerts (25-99)	\$80.00
RTL.43172	NetMotion Diagnostics & Alerts (100-249)	\$75.00
RTL.43174	NetMotion Diagnostics & Alerts (250-499)	\$70.00
RTL.43175	NetMotion Diagnostics & Alerts (500-999)	\$65.00
RTL.43176	NetMotion Diagnostics & Alerts (1,000+)	\$60.00
RTL.43182	NetMotion Diagnostics & Alerts Premium Maintenance 1 YEAR	25% of tcv *1
RTL.43183	NetMotion Diagnostics & Alerts Premium Maintenance 2 YEAR	22% of tcv *2
RTL.43184	NetMotion Diagnostics & Alerts Premium Maintenance 3 YEAR	20% of tcv *3
RTL.43185	NetMotion Diagnostics & Alerts Standard Maintenance 1 YEAR	15% of tcv *1
RTL.43186	NetMotion Diagnostics & Alerts Standard Maintenance 2 YEAR	14% of tcv *2
RTL.43187	NetMotion Diagnostics & Alerts Standard Maintenance 3 YEAR	13% of tcv *3
RTL.4174E	NetMotion Diagnostics for Mobility (25-99)	License (Device) - Perpetual \$65.00
RTL.4175E	NetMotion Diagnostics for Mobility (100-249)	License (Device) - Perpetual \$60.00
RTL.4176E	NetMotion Diagnostics for Mobility (1000+)	License (Device) - Perpetual \$40.00
RTL.4178E	NetMotion Diagnostics for Mobility (250-499)	License (Device) - Perpetual \$55.00

RTL.4179E	NetMotion Diagnostics for Mobility (500-999)	License (Device) - Perpetual	\$50.00
RTL.4180E	NetMotion Diagnostics for Mobility - Cloud Subscription (25-99)	Subscription (one-year)	\$54.00
RTL.4181E	NetMotion Diagnostics for Mobility - Cloud Subscription (100-249)	Subscription (one-year)	\$51.00
RTL.4182E	NetMotion Diagnostics for Mobility - Cloud Subscription (1000+)	Subscription (one-year)	\$39.00
RTL.4183E	NetMotion Diagnostics for Mobility - Cloud Subscription (250-499)	Subscription (one-year)	\$48.00
RTL.4185E	NetMotion Diagnostics for Mobility - Cloud Subscription (500-999)	Subscription (one-year)	\$45.00
RTL.4186E	NetMotion Diagnostics for Mobility - Subscription (25-99)	Subscription (one-year)	\$54.00
RTL.4187E	NetMotion Diagnostics for Mobility - Subscription (100-249)	Subscription (one-year)	\$51.00
RTL.4188E	NetMotion Diagnostics for Mobility - Subscription (1000+)	Subscription (one-year)	\$39.00
RTL.4189E	NetMotion Diagnostics for Mobility - Subscription (250-499)	Subscription (one-year)	\$48.00
RTL.4190E	NetMotion Diagnostics for Mobility - Subscription (500-999)	Subscription (one-year)	\$45.00
RTL.4191E	NMW Diagnostics Upgrade (only for existing Locality customers that are current on maintenance)	License (Device) - Perpetual	\$55.00

AT&T Mobility Application Solutions Continued

AT&T Mobility Application Solutions Continued		
AT&T GPS-Based Fleet Solutions	AT&T Fleet Complete	AT&T Fleet Complete is a unique fleet, asset, mobile workforce and dispatch management solution, which provides you with the ability to track and manage your vehicles, mobile workers and optimize your operations in a single cloud-based platform
Product Code	Product Name	List Price
CICC001	Courier Complete - A complete operations management system for courier companies, including order-entry, customer management, pricing, billing, driver management, a web module for customer online order entry and tracking and a mobile module for real-time driver updates. Minimum of 10 subscribers must be purchased.	\$30.00
CITD001	FC Track & Dispatch - Designed for mobile resource tracking and/or dispatching of work orders. Track and Dispatch works on the Motorola MC55, MC65, MC75, ES400 and BlackBerry based devices.	\$25.00
CIFT2001	FC Fleet Tracker MGS 200 Bundle includes the MGS200 2G GPS modem with antenna and wire harness, standard installation included (connecting constant power, ignition power and ground) Fleet Complete subscription with technical support and remote training.	\$37.00
CIFT5001	FC Fleet Tracker MGS 500 Bundle includes MGS500 HSPA (with Ethernet port) GPS modem with antenna and wire harness, standard installation included (connecting constant power, ignition power and ground) Fleet Complete subscription with technical support and remote training.	\$45.00

CIAT001	FC Asset Tracker Un-Bundled includes Fleet Complete subscription with technical support and remote training. Asset Tracker hardware and installation NOT INCLUDED.	\$10.00
IATBU01	Fleet Complete Asset Tracker Bundle includes XT5000-2G asset tracking device with a 10,000 mAh onboard battery, capable of tracking unpowered assets once a day for 3 years.	\$20.00
CICCC03	Courier Complete - A complete operations management system for courier companies, including order-entry, customer management, pricing, billing, driver management, a web module for customer online order entry and tracking and a mobile module for real-time driver updates. Minimum of 10 subscribers must be purchased. Special pricing only for existing CI customers migrating to AT&T.	\$18.00
CIFT2003	Special pricing only for existing CI customers migrating to AT&T.	\$15.00
CIFT2018	Fleet Tracking Software \$18	\$18.00
CIFT2020	Fleet Tracking Software \$20	\$20.00
CIFT2025	Fleet Tracking Software \$25	\$25.00
CIFT2030	Fleet Tracking Software \$30	\$30.00
CIHD2005	Fleet Tracking Hardware \$5	\$5.00
CIHD2006	Fleet Tracking Hardware \$6	\$6.00
CIHD2007	Fleet Tracking Hardware \$7	\$7.00
CIHSMC01	HOS Multi User Code	\$7.00
CIHSMC02	HOS Multi User Code	\$14.00
CIHSMC04	HOS Multi User Code	\$28.00
CIHSMC08	HOS Multi User Code	\$56.00
CIHSMC128	HOS Multi User Code	\$896.00

CIHSMC16	HOS Multi User Code	\$112.00
CIHSMC256	HOS Multi User Code	\$1792.00
CIHSMC32	HOS Multi User Code	\$224.00
CIHSMC512	HOS Multi User Code	\$3584.00
CIHSMC64	HOS Multi User Code	\$448.00
CISSMC01	Legacy-Suite Multi User Code	\$18.00
CISSMC02	Legacy-Suite Multi User Code	\$36.00
CISSMC04	Legacy-Suite Multi User Code	\$72.00
CISSMC08	Legacy-Suite Multi User Code	\$144.00
CISSMC128	Legacy-Suite Multi User Code	\$2304.00
CISSMC16	Legacy-Suite Multi User Code	\$288.00
CISSMC256	Legacy-Suite Multi User Code	\$4608.00
CISSMC32	Legacy-Suite Multi User Code	\$576.00
CISSMC512	Legacy-Suite Multi User Code	\$9216.00
CISSMC64	Legacy-Suite Multi User Code	\$1152.00
CIATMC01	Resource Tracker Multi User Code	\$5.00
CIATMC02	Resource Tracker Multi User Code	\$10.00
CIATMC04	Resource Tracker Multi User Code	\$20.00
CIATMC08	Resource Tracker Multi User Code	\$40.00
CIATMC128	Resource Tracker Multi User Code	\$640.00
CIATMC16	Resource Tracker Multi User Code	\$80.00
CIATMC256	Resource Tracker Multi User Code	\$1280.00
CIATMC32	Resource Tracker Multi User Code	\$160.00

SKU Code	Product Description	Price
CIATMC512	Resource Tracker Multi User Code	\$2560.00
CIATMC64	Resource Tracker Multi User Code	\$320.00
40004	Cigarette Lighter Adapter	\$25.00
40005	Driver ID Kit including programming device, ID reader, buzzer, ID tag, keyfob and installation	\$125.00
40006	Driver ID Kit including ID reader, buzzer, ID tag, key fob and installation	\$95.00
40007	30ft cable 12 BIT and installation	\$200.00
40008	48 ft cable 12 BIT and installation	\$220.00
40009	10' CAT6 (500 MHz) Ethernet Network Cable - Blue	\$5.00
40010	Extended Warranty year two & three (MGS200)	\$100.00
40011	Extended Warranty year two & three (MGS500)	\$150.00
40012	Refurbished Out of Warranty MGS200 GPS modem (subject to availability)	\$240.00
40013	Wi-Fi access point	\$260.00
40014	Wi-Fi access point installation	\$75.00
40015	GMI-GNX-PX0000 - Port Expender (MGS200) and installation	\$125.00
40016Deactivated now its/42218 (125-130)	Standard Installation	\$130.00
40017	Construction Equipment installation	\$250.00
40018	On-Site (non-warranty) Service Call	\$275.00
40019	No-Show Charge (Client Must call 24hr in advance to cancel appointment)	\$550.00

40020	Fee PER TRIP to install MGSX00's in vehicles at a customer's location anywhere in the United States. During an 8-hour work day an installer may complete 6 to 8 installations assuming the vehicles are available as needed. If the installer arrives at the customer's site and the vehicles are not available a No-Show fee of \$400 will be charged to the customer.	\$75.00
40021	P3PPSHIP-SHIPPING	\$45.00
40022	FC Fleet Tracker MSG200 2G Replacement Hardware	\$325.00
40023	MSG500 - GMI-CAB-MGS200 - Power Harness, MGS200 (2 fuse, 2 meter)	\$600.00
40024	2G XT5000 Replacement - GMI-CAB-240011 - Auxiliary Harness, 18 pin for MGS500	\$205.00
40108	XT5000_2G_183	\$184.00
40109	CICCETFCHARGE \$250	\$250.00
40110	CITDETFCHARGE \$250	\$250.00
40111	CIFT200ETFCHARGE \$250	\$250.00
40112	CIFT500ETFCHARGE \$450	\$450.00
40113	CIATETFCHARGE \$150	\$150.00
40114	Plastic Enclosure	\$30.00
41838	FC Fleet Tracker MSG200 2G Blowout Promo	\$155.00
41839	FC Fleet Tracker XT5000 New Device 2G Blowout Promo (sold with 2G Asset Tracker)	\$99.00
42219	GMI-CAB-450000 - MGS500 WiFi POE Adapter with 12 pin power plug	\$20.00
74931	GMI-CAB-MGS500 - Power Harness, MGS500 (2 fuse, 2 meter)	\$15.00
74933	GMI-CAB-120280 - Garmin Data Cable, MGS200 (w/Power)	\$15.00

74934	GMI-CAB-120290 - Data cable, Garmin Traffic for 2xx,5xx,465t,13xx,14xx MHS200 (w/Power)	\$20.00
74935	Power Harness, MGS500 (2 fuse, 2 meter)	\$15.00
74936	Garmin Data Cable, MGS200 (w/Power)	\$65.00
74937	Data cable, Garmin Traffic for 2xx,5xx,465t,13xx,14xx MHS200 (w/Power)	\$145.00
74938	Garmin Data Cable, MGS500 (w/Power)	\$65.00
74939	Data Cable, MGS500, for Garmin Traffic for 2xx, 5xx, 465t, 13xx, 14xx	\$145.00
74940	Small Door Sensor and installation	\$85.00
74941	Large Door Sensor and installation	\$150.00
74942	PTO Sensor and installation	\$85.00
74943	Emergency Button and installation	\$85.00
74944	Roof mount SMCf Antenna	\$60.00
74945	MR900 Micro receiver with one way signaling, receive only	\$575.00
74946	T-Pass LTX200-A Transmitting PASS with one way signaling, auto on actionation	\$800.00
42557	Professional Services	\$125.00
42558	AT1000 Hardware	\$155.00
RTL.4079C	Covert Antenna- \$25	\$25.00
RTL.4080C	Removal- \$70	\$70.00
RTL.4077C	Removal and reinstallation - \$200	\$200.00
RTL.4093C	AT1000 Wall Charger- \$35	\$35.00
RTL.4128C	AT1000 Magnetic Cradle- \$35	\$35.00

RTL.4469C	AT1000 Temp Sensor- \$86	\$86.00
RTL.4023C	OBDII Cable- \$15	\$15.00
RTL.4553C	Driver ID Key Tag and Fob- \$7.45	\$7.45
RTL.4569c	6/9 pin Molex connectors- \$24	\$24.00
RTL.4073C	MGS J-Box with Bluetooth kit- \$40	\$40.00
RTL.4025C	Installation training/ per hour- \$100	\$100.00
RTL.4024C	Qpuck Satellite Failover with install @ \$685	\$685.00
RTL.4393F	FLEETCOMPLETEAT1000HARDWARE	\$199.00
RTL.4392F	MGS150CABLE	\$20.00
RTL.4118H	MGS700 Fleet Tracker	\$155.00
RTL.4169H	6 pin Y cable	\$20.00
RTL.4165H	9 pin Y Cable	\$20.00
RTL.4156H	6 pin to 9 pin cable	\$15.00
RTL.4157H	MGS100/700 OBDII IOY DID	\$20.00
RTL.4158H	MGS100/700 9 pin right angle T2	\$35.00
RTL.4159H	MGS700 9 Pin IOY Flange 10FT	\$35.00
RTL.4160H	MGS100/700 9 pin T2 IOY	\$35.00
RTL.4162H	MGS100/700 9 pin T2 IOY Flange	\$35.00
RTL.4163H	MGS100/700 9 pin IOY Flange	\$35.00
RTL.4161H	MGS100/700 9 pin IOY	\$35.00
RTL.4164H	MGS100/200/700 PH DID ready	\$15.00

AT&T Mobility Application Solutions Continued

AT&T GPS-Based Fleet Solutions	AT&T Fleet Management (GeoTab)	AT&T Fleet Management delivers fleet tracking information in near-real time via a single interface.
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Product Code	Description	List Price
FMEBASENC	Base Plan	\$11.00
FMEPRONC	Pro Plan	\$21.50
FMEPLUSNC	ProPlus Plan	\$25.20
FNG50MBET	50meg Data Plan	\$5.49
FME6MB	6meg Data Plan	\$2.50
FME8MB	8meg Data Plan	\$2.80
FNG10MBPI	10meg Data Plan	\$3.49
4756P	Rugged G09	\$119.00
4562Q	Rugged G09 FN	\$119.00
4719L	G09	\$69.00
4648N	G09 FN	\$69.00
4487J	16 pin harness	\$33.00
4510J	9 pin harness	\$33.00
4040M	Rugged harness	\$33.00
4501J	6 pin harness	\$33.00
4506J	NFC Fobs	\$67.00
4965Q	NFC Reader	\$100.00
4417J	Shipping Charge	\$49.00
4542J	Activation Fee	\$30.00

AT&T Mobility Application Solutions Continued

<p>AT&T Enterprise Content Management Solutions</p>	<p>Box from AT&T</p>	<p>Box from AT&T is a scalable enterprise-grade solution that enables agencies to better manage content and collaborate more effectively – all in a highly secure cloud workspace. With <u>Box from AT&T</u>, agencies can manage, access, and share information from virtually anywhere. Box enables users to upload, view, edit, and distribute content from virtually any web-enabled device. In the office or on the field, users will be able to access on their desktop PC, laptop, smartphone and tablet. Native mobile apps are available for all major mobile operating systems including iOS, Android™, Windows®, and BlackBerry</p>
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Product Description	Product Code	List Price
BOX FROM ATT BUSINESS 1YR	RTL.4721C	\$180.00
BOX FROM ATT BUSINESS PLUS 1YR	RTL.4997C	\$285.00
BOX FROM ATT ENTERPRISE 1YR	RTL.4998C	\$399.00
BOX FROM ATT ELITE 1YR	RTL.4946D	\$627.00
BOX BUSINESS W PREM SVCS 1YR	RTL.4014E	\$207.00
BOX BUSINESS PLUS W PREM SVCS 1YR	RTL.4026E	\$327.75
BOX ENTERPRISE W PREM SVCS 1YR	RTL.4027E	\$458.85
BOX BUSINESS W PLAT 1YR	RTL.4253F	\$225.00

BOX BUSINESS PLUS W PLAT 1YR	RTL.4252F	\$356.28
BOX ENTERPRISE W PLAT SVCS 1YR	RTL.4251F	\$498.72

AT&T Mobility Application Solutions Continued

AT&T Public Safety Solutions	Rave Mobile Safety	Rave Mobile Safety provides innovative emergency and public safety technology to help save lives. The Rave platform integrates data and communication tools to help those in charge of keeping others safe prepare better, respond faster and communicate more effectively in emergency situations. Thousands of agencies and institutions across law enforcement, 9-1-1, state and local emergency management agencies, corporations, healthcare organizations, K-12 districts, colleges and universities depend on Rave's award-winning software solutions	
Product Name	Product Code	Product Description	List Price
Rave Guardian (< 20,000 FTE ("Full Time Equivalent"))	RG-AE-1001-1	Rave Guardian per user. Annual fee	\$10.00
Rave Guardian Set-up	RG-SE-2000	Rave Basic Guardian set-up including Rave's standard email authentication. One-time fee	\$2000.00
Rave Guardian (< 20,000 FTE)	RG-A-1001-1	Rave Guardian per position for schools with an FTE less than 20,000. Annual fee	\$6000.00
Rave Guardian (> 20,000 FTE)	RG-A-1001-2	Rave Guardian per position for schools with an FTE more than 20,000. Annual fee	\$10000.00
Rave Guardian Set-up	RG-S-2000	Rave Basic Guardian set-up including Rave's standard email authentication. One-time fee	\$2000.00
Rave Panic Button Setup	RPB-S-2000	Rave Panic Button Setup - per school, one-time fee	\$500.00
Rave Command View for Rave Panic Button	RCV-A-1001	Rave Command View for Panic Button Facilities. Per authorized listed Panic Button user / year. Requires Rave Panic Button. Annual fee	\$6.00

Rave Panic Button	RPB-K12-1000	A phone application-based system with optional 9-1-1 integration that works for all hazards. Rave Panic Button for K12 - Cost per school / year; (minimum \$5,400 per year). Annual fee.	\$1800
Rave Panic Button Setup	RPB-K12-2000	Rave Panic Button Setup - per school, one-time fee	20% of RPB-K12-1000 annual fee
Rave Command View for K12 for Rave Panic Button	RCV-K12-1001	Rave Command View for Panic Button K12 Facilities. Requires Rave Panic Button. \$100 per each login (2 logins included) Annual fee	\$100
Rave EyeWitness	RE-A-1000	Requires RA-A-1000 Pricing is based on population \$2,000 Minimum. Additional Keywords available at \$1,500 per keyword per year. Annual fee	\$0.10
Rave EyeWitness Additional Keyword	RE-A-1000-KW	Requires RE-A-1000 Each Additional Keywords available at \$1,500 per keyword per year. Annual fee	\$1500.00
Rave EyeWitness Set-up	RE-S-2000	Rave EyeWitness Set-up	\$1800.00
CAP inbound/outbound API for Rave Messenger	RACAP-A-1000	Required for IPAWS - priced per FTE / Resident. Annual fee	\$0.05
Development Sandbox License	RD-A-1000	Additional Rave Messenger Development Environment. NOTE: If annual license is MORE than \$12,500, the development license fee is 20% of annual license fee. Annual fee	\$2500.00
Premium SMS Messaging for Rave Messenger	RAP-A-1000	Premium SMS Messaging for Rave Messenger throughput - Priced per FTE. Annual fee	\$0.05
Rave Messenger Basic	RA-A-1000-B	Unlimited Text - SMPP/SMS thru admin console, RSS, Email. \$2,500 minimum purchase. Does not include Premium SMS Messaging, priced per FTE. Annual fee	\$1.50
Rave Messenger Inbound 800 Service	RA-A-1002	Requires RV-S-2000. Price includes 10,000 30 second increments. Annual fee	\$1400.00
Rave Messenger Social Media Integration	RASM-A-1000	Rave Messenger Social Media Integration - priced per FTE. Annual fee	\$0.05
Rave Inbound Toll-Free Number for Messaging / Minutes	RV-A-1003	Per minute cost for inbound Toll-Free Number. Annual fee	\$0.14
Rave SMS to Opt-in	SMS-A-1000	For Higher Ed and Corporate Customers - Priced per keyword. Must purchase Rave Messenger. Minimum price of \$2,500 per	\$2500.00

		keyword / \$1,500 per additional keyword. Annual fee	
Rave Voice Add-on Module	RV-A-1000	Enables voice messages to be delivered to mobile phones and landlines. \$1,500 minimum purchase; Requires purchase of Rave Messenger. priced per FTE. Annual fee	\$1.25
CAP Inbound/Outbound API One-Time Setup	RACAP-S-1000	Setup fee for CAP Inbound/outbound API Integration. One-time fee	\$500.00
Rave Messenger for Public Safety One-Time Setup	R911SPRA-S-1000	Requires purchase of Rave Messenger for Public Safety. This is a one-time setup fee	\$2000.00
Rave Messenger Set-up (Basic)	RA-S-2000	Requires RA-A-1000. One-time fee	\$1800.00
Rave Messenger Social Media Integration Setup	RASM-S-1000	Rave Messenger Social Media Integration Setup. One-time fee	\$500.00
Rave Inbound 800 Service Setup	RV-S-2001	Requires RA-A-1002 or RV-A-1003. One-time fee	\$1000.00
Rave Voice Set-up	RV-S-2000	Requires RV-A-1000. One-time fee	\$1800.00
	RAU-S-2000	One-time fee set-up for Rave's Alertus integration. One-time fee	\$1800.00
IPAWS	R911SPRA-S-1001	Requires purchase of SmartPrepare with Alert. This is a one-time setup fee	\$2000.00
LDAP/CAS/SSO/Shibboleth Authentication Integration	RA-S-2003	Utilizes your organization's existing Single Sign on authentication system for user authentication. By utilizing an existing user identity, users will not need a separate User ID and Password to access the Rave Mobile Safety system. Annual fee.	\$1000.00
Rave Messenger for Enterprise One-Time Setup	R911SPRAE-1001	Requires purchase of Rave Messenger for Enterprise. This is a one-time setup fee	\$1800.00
Rave Messenger for Enterprise	R911SPRAE-1000	Alert - priced per user. \$2,500 minimum. Annual fee.	\$4.00
Rave Messenger for Enterprise Voice Add On	RV-AE-1000	Voice add-on. Requires Rave Messenger R911SPRAE-1000. Priced per user. \$1,500 minimum. Annual fee	\$2.00
Rave Messenger for Enterprise Voice Add On One-Time Setup	RV-AE-1001	Voice add-on setup. One-time fee	\$1800.00
Rave SMS to Opt-in for Enterprise	SMS-PS-AE-1000	For Enterprise Customers - Priced per user at \$0.05 per user for first keyword with each additional keyword at \$500/keyword. Must purchase Rave Messenger for Enterprise. Minimum price \$500, and each additional keyword is a \$500. Annual fee	

Rave Messenger for Enterprise Loaded Landlines	R911SPRAE-1001	Must purchase SmartPrepare with Alert; priced per land line. Annual fee	\$0.05
Premium SMS Messaging for Rave Messenger for Enterprise	R911SPRAP-AE-1000	Premium Messaging for Rave Messenger for Enterprise throughput - this utilizes SMPP gateway binds instead of web services - Priced per user. Annual fee	\$0.05
Rave Messenger for Enterprise Social Media Integration	R911SPRASM-AE-1000	Rave Messenger for Enterprise Social Media Integration - Priced per user. Annual fee	\$0.01
Rave SMS to Opt-in for Public Safety	SMS-PS-A-1000	For State & Local Customers - Priced per resident at \$0.05 per resident for first keyword with each additional keyword at \$500/keyword. Must purchase Rave Messenger for Public Safety. Minimum price \$500, and each additional keyword is a \$500. Annual fee	\$0.05
CAP inbound/outbound API for Rave Messenger for Public Safety	R911SPRACAP-A-1000	Required for IPAWS - priced per resident. Annual fee	\$0.02
Premium SMS Messaging for Rave Messenger for Public Safety	R911SPRAP-A-1000	Premium Messaging for Rave Messenger for public safety throughput - this utilizes SMPP gateway binds instead of web services - Priced per resident. Annual fee	\$0.02
Rave Messenger for Public Safety	R911SPRA-1000	SmartPrepare with Alert - priced per person. Annual fee	\$0.20
Rave Messenger for Public Safety Loaded Landlines	R911SPRA-1001	Must purchase SmartPrepare with Alert; priced per land line. Annual fee	\$0.25
Rave Messenger for Public Safety Procurement per 1,000 phone numbers	R911SPRA-1002	Must purchase Rave Messenger for Public Safety; priced per unit (1 unit = 1,000 phone numbers) Annual fee	\$200.00
Rave Messenger for Public Safety Social Media Integration	R911SPRASM-A-1000	Rave Messenger for Public Safety Social Media Integration - Priced per resident. Annual fee	\$0.02
Rave Smart Loader Annual Integration	RA-AS-2001	Automatically add, edit, and delete users and groups within your Rave Mobile Safety System. Seamlessly integrates with all major SIS and HR systems including SunGard, Datatel, PeopleSoft, Oracle, and others via standard data exports and batch CSV processes. Annual fee.	\$1800.00
Daily Technical Consultant I	RPS-S-2000A	Rate for Professional Services. Cost per hour	\$225.00
Daily Technical Consultant II	RPS-S-2000B	Rate for Professional Services. 8 Hours / One-time fee	\$1800.00

Daily Technical Consultant III	RPS-S-2000C	Rate for Professional Services. 8 Hours / One-time fee	\$1600.00
Daily Technical Consultant IV	RPS-S-2000D	Rate for Professional Services. 8 Hours / One-time fee	\$1400.00
Rave On-site Training	ROnsite-S-2004	Rave On-site Training. Per day plus travel and expenses	\$2400.00
Rave 911 (Smart911) Setup and Configuration per PSAP	R911-S-2000	Setup and configuration of Rave 911 (Smart911). Requires license for Rave 911 (Smart911). Price is per PSAP. One-time fee	\$10000.00
Rave CAD (Computer-Aided Dispatch) Integration Setup	R911CAD-S-2000	Rave CAD Integration; Requires purchase of Rave 911 (Smart911). One-time fee	\$3600.00
Rave CAD Integration Maintenance	R911CAD-S-2001	Rave CAD Integration; Requires purchase of Rave 911 (Smart911). Priced per call taking position, minimum of \$3,600	\$200.00
RapidSOS Service Data	R911RapidSOS-A-1000	RapidSOS Service Data - Must purchase Rave 911 (Smart911) Suite Basic, Suite Standard or Location Annual fee. Required	\$0.00
Rave 911 (Smart911) Backup License	R911X-A-1000BU	Backup license, Priced per call taking position. Annual fee	\$1000.00
Rave 911 (Smart911) First Responder View	R911FR-A-1000	First Responder View; Priced per user; Requires Rave 911 (Smart911) purchase. Annual fee	\$100.00
Rave 911 (Smart911) Suite Basic	R911Basic-A-1000	Priced per call taking position; Includes Chat, Notes, Facility, RapidSOS Service Data, 911 Panic Button Integration Software, .NET App. Annual fee	\$4000.00
Rave 911 (Smart911) Suite Standard	R911Standard-A-1000	Priced per call taking position. Includes Smart911Safety Profile, Chat, Notes, Facility, RapidSOS Service Data, 911 Integration Software, .NET App, 30 First Responder View Users. Annual fee	\$6400.00
Rave 911 (Smart911) Text Chat	R911Chat-A-1000	Rave 911 (Smart911) Component - Text Chat. Annual fee	\$1500.00
Rave Analytics	RAN-A-1000	Priced per call processed with a minimum of \$1,000 per year. Annual fee	\$0.01
Rave Command View for Rave911	RCV-A-1000	Priced per named user login. Annual fee	\$1500.00
Rave 911 (Smart911) Call Notes	R911Notes-A-1000	Rave 911 (Smart911) Component - Call Notes - Priced per call taking position. Annual fee	\$7500.00
Rave 911 (Smart911) Profile	R911Profile-A-1000	Rave 911 (Smart911) component - Smart911 Profile only. Annual fee	\$2000.00

Rave 911 (Smart911) Location	R911Location-A-1000	Rave 911 (Smart911) Component – Location - Priced per call taking position. Annual fee	\$1000.00
Rave 911 (Smart911) Facilities	R911Facilities-A-1000	Rave 911 (Smart911) Component - Facility Profile - Priced per call taking position. Annual fee	\$1000.00
Rave Prepare One-Time Setup Fee	RP-S-2000	RavePrepare Setup and Configuration. Requires Rave Prepare License. One-time fee	\$3600.00
Rave Prepare Add-On to Rave Messenger	RPAddOn-A-1000	Rave Prepare Add-On to Rave Messenger Annual License Fee; Priced per population; Minimum \$2,500. Annual fee	\$0.02
Rave Prepare Premium Support Add-on Annual Fee	RP-PremSupport-A-1000	Rave Premium Support Add-on to Rave Prepare Stand Alone; Priced per Population; Minimum \$2,000. Annual fee	\$0.02
Rave Prepare Stand Alone Annual License	RPStandAlone-A-1000	Rave Prepare Stand Alone Annual License Fee; Priced per population; Minimum \$5,000. Annual fee	\$0.08

AT&T Mobility Application Solutions Continued

Incident Management Solution	Intrado	<p>Intrado Safety Suite is an end-to-end incident management solution designed to help K-12, Higher Education, and Healthcare facilities prevent, prepare, respond, and recover from any kind of threat with its comprehensive set of tools built for keeping people safe. This solution is compliant with Alyssa's Law. Safety Suite is comprised of Revolution (on-premises notification software), Safety Shield (incident management & reunification software), and Wearable Panic Button – bringing unrivaled protection when used in concert with each other.</p>
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Safety Suite Recurring Fees

Product Name	Item Code	Price
Annual Safety Suite Subscription per School/Business Location	SFS-DIR-ANNUAL-LOCATION	\$3000.00

Safety Suite Hardware Fees

Product Name	Item Code	Price
Wearable Panic Button Kit Bundle	PB-DIR-PUR	\$300.00

Safety Suite Hardware Subscription Fees

Product Name	Item Code	Price
Wearable Annual Subscription Fee	PB-DIR-SUB	\$100.00

Safety Suite Setup Fees and Professional Services

Product Name	Item Code	Price
Safety Shield Setup Fee – Required - Remote (Per School/Business Location)	SFS SET-UP	\$500.00

Product Name	Item Code	Price
Safety Shield Training (Remote) - preferred	SFS-TRAINING	\$1200.00
Safety Shield (Professional Services) – Hourly rate – if required	SFS-PROFSERV	\$120.00
Safety Shield (Professional Services) – Travel if required	SFS-TRAVEL	Cost

Revolution Hardware and Miscellaneous Services

Product Name	Item Code	Price
Revolution paging relay	SA-RELAY	\$850.00
Revolution paging relay hardware annual protection plan (1st year) - <i>optional</i>	SA-RELAY-PCS	\$170.00
Revolution paging relay hardware annual protection plan – 1 year renewal (after 1 st year) - <i>optional</i>	SA-RELAY-PCS-RWL	\$170.00
Revolution windows server SYN-300 – 32GB RAM; One TB SATA Hard Drive; Fits in a Mini-1U rack- mountable Chassis	SYN-300	\$4052.00
Revolution Windows Server SYN-600 - 64GB RAM; Two 960GB SSD SATA in RAID 1; Dual Power Supply; Fits in a 1U rack mountable chassis	SYN-600	\$13740.00
Remote Application Assistance for Revolution Platform (initial rate for 4-hour time block) – if needed	RMT-INSTL	\$1000.00
Additional Remote Assistance Hours for Revolution (sold at hourly rate) – if needed	RMT-INST-ADD	\$250.00
Revolution 3-Day Training Course for Value Added Resellers (VARs). This service is sold per person attending the training seminar.	VAR-REV-TRAINING	\$1500.00

Revolution Device License Recurring Fees

Product Name	Item Code	Unit Price
Revolution Notification Platform Device License - 1 Year Subscription: 50 - 200 Devices (Endpoints)	REV-T0	\$18.75
Revolution Notification Platform Device License - 1 Year Subscription: 250 - 950 Devices (Endpoints)	REV-T1	\$12.25

Product Name	Item Code	Unit Price
Revolution Notification Platform Device License - 1 Year Subscription: 1,000 - 2,450 Devices (Endpoints)	REV-T2	\$10.94
Revolution Notification Platform Device License - 1 Year Subscription: 2,500 - 4,950 Devices (Endpoints)	REV-T3	\$8.75
Revolution Notification Platform Device License - 1 year subscription - 5,000 - 9,950 devices (Endpoints)	REV-T4	\$7.88
Revolution Notification Platform Device License - 1 year subscription – 10,000+ devices (Endpoints)	REV-T5	Upon request
High availability license for secondary server. Price is per endpoint and must match subscription license.	REV-TX-HA	20% of Subscription price

Revolution Mobile Device Recurring Fees

Product Name	Item Code	Unit Price
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 50-200 Devices	REV-MOBILE-T0	\$4.38
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 250 - 950 Devices	REV-MOBILE-T1	\$3.94
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 1,000 - 2,450 Devices	REV-MOBILE-T2	\$3.50
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 2,500 - 4,950 Devices	REV-MOBILE-T3	\$3.06
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 5,000 - 9,950 Devices	REV-MOBILE-T4	\$2.63
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 10,000+ Devices	REV-MOBILE-T5	Upon request

Revolution Enterprise Device License Bundle Recurring Fees

Each bundle license includes 1 Desktop Client, 1 Mobile Device, and the customer's choice of either 1 IP Phone License OR 1 IP Device License.

Product Name	Item Code	Unit price
Revolution Notification Platform Bundled Device license - 1 year subscription - 50 - 200 devices	REV-BND-T0	\$23.04
Revolution Notification Platform Bundled Device license - 1 year subscription - 250 - 950 devices	REV-BND-T1	\$15.65
Revolution Notification Platform Bundled Device license - 1 year subscription - 1,000 - 2,450 devices	REV-BND-T2	\$13.96
Revolution Notification Platform Bundled Device license - 1 year subscription - 2,500 - 4,950 devices	REV-BND-T3	\$11.31
Revolution Notification Platform Bundled Device license - 1 year subscription - 5,000 - 9,950 devices	REV-BND-T4	\$10.11
Revolution Notification Platform Bundled Device license - 1 year subscription - 10,000+ devices	REV-BND-T5	Upon request
High availability license for secondary server. Price is per endpoint and must match subscription license.	REV-BND-TX-HA	20% of Subscription price

Revolution SLED Device License Bundle Recurring Fees

Each bundle license includes 1 Desktop Client, 1 Mobile Device, and the customer's choice of either 1 IP Phone License OR 1 IP Device License.

Product Name	Item Code	Unit price
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 50 - 200 devices	REV-SLED-T0	\$20.53
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 250 - 950 devices	REV-SLED-T1	\$13.94
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 1,000 - 2,450 devices	REV-SLED-T2	\$12.44

Product Name	Item Code	Unit price
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 2,500 - 4,950 devices	REV-SLED-T3	\$10.08
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 5,000 - 9,950 devices	REV-SLED-T4	\$9.00
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 10,000+ devices	REV-SLED-T5	Upon request
High availability license for secondary server. Price is per endpoint and must match subscription license.	REV-SLED-TX-HA	20% of Subscription price

<p>AT&T FirstNet Control Center Platform</p>	<p>AT&T FirstNet Control Center Platform</p>	<p>AT&T FirstNet CC will give you global visibility into the activity of all your SIMs on the AT&T network, but more than that, use this proven platform to:</p> <p>Drive efficiency and profitability, empowered with robust self-service tools for provisioning, real-time diagnostics, usage controls, and more. The CC Portal gives you 24x7 access to your wireless account, so you can more productively and efficiently manage your services.</p> <p>Control Costs – Start with a no-touch activation experience— automatically activating your devices on the network as soon as your end users or installers switch them on in the field. Then utilize automated overage controls, notifications, and rules to control costs once your devices are in use. Eliminate manual efforts and use the automation engine in the AT&T CC to save time and money.</p> <p>Automation Engine –Streamline your business processes and scale faster using a powerful automation engine to programmatically control your devices. Monitor SIMs, usage, rate plans, or other elements of your connected device business and trigger actions to run automatically when critical events occur.</p> <p>Gain Strategic Insight—Get the intelligence you need to manage your connected device business for maximum efficiency. AT&T CC puts everything from data utilization and costs to performance and provisioning status at your fingertips. You’ll see important usage trends, which devices cost the most, and</p>
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		<p>whether your devices are working as expected in the field.</p> <p>Troubleshoot Problems Instantly – Run detailed diagnostics on any device, online and in real-time, whether on the AT&T network or roaming internationally. Check provisioning status, see connection session history, and view real-time connectivity status. Immediately identify connectivity issues and get the information you need to get them resolved quickly.</p> <p>CC may require a Commercial Connectivity Services (CCS) APN</p> <ul style="list-style-type: none">• <i><u>FirstNet CC supports all approved FirstNet Data plans listed in the AT&T MCS End User Price List</u></i>
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AT&T Dedicated Internet (ADI) Solution Continued

AT&T Dedicated Internet (ADI)	AT&T	AT&T Dedicated Internet provides carrier class, fiber based, synchronous internet connectivity

Product Code	Product Name	List Price
Monthly Recurring Charges		
ADI-1GB	AT&T Dedicated Internet (ADI) connection (1 GB)	\$7,000/Month
VPN-C	VPN Concentrator	\$750/Month
One Time Charges		
Install-Svcs	Installation of VPN Concentrator	\$3,000/per device

*AT&T Dedicated Internet as well as the VPN Concentrator options are intended to be used in conjunction with AT&T cellular/mobility services only.

Pricing is subject to change based on the specific location.

AT&T Private Mobile Connection Custom APN Solution Continued

AT&T Private Mobile Connection (PMC)		AT&T	<p>The AT&T Private Mobile Connection (PMC) provides enterprise customers the ability to extend their Wide Area Network (WAN) using AT&T's cellular network. By using standards-based connectivity options between the Enterprise network and the cellular network, customers are able to securely and reliably extend their network to mobile end points.</p> <p>Private Mobile Connection provides customers with flexible cellular network solutions that are tailored to support their existing data networking environment</p>
Product Code	Private Mobile Connection Professional Service Activities	Description	NRC
PMCAPNO/ PMCAPNQ	Private Mobile Connection Custom APN Design	Onetime (NRC) Professional Service fee for initial design of a Private Mobile Connection Custom Access Point Name (APN).	\$500
PMCTRNO/ PMCTRNQ	Private Mobile Connection Transport Design	<p>Onetime (NRC) Professional Service fee for initial design of a Private Mobile Connection Transport (e.g., IPSEC, MPLS, SMPP).</p> <p>*Fee includes turn-up of multiple circuits if the circuits are turned up during the APN build or change order completion.</p> <p>*Onetime fee is applied when more than one custom APN order is utilizing a shared backhaul.</p>	\$1,995

MPLS ePVC charges MRC

Billing Commercial Connectivity Professional Service (Private Mobile Connection) Charges

Product Code	Bandwidth	Current MRC (1 or 2 NTC's)
PMC2M	2 Mb/s AVPN	\$250
PMC5M	5 Mb/s AVPN	\$437
PMC10M	10 Mb/s AVPN	\$610
PMC20M	20 Mb/s AVPN	\$750
PMC50M	50 Mb/s AVPN	\$1,000
PMC100M	100 Mb/s AVPN	\$1,400
PMC250M	250 Mb/s AVPN	\$1,600
PMC500M	500 Mb/s AVPN	\$1,950
PMC1000M	1000 Mb/s AVPN	\$3,000

FirstNet Core PMC AVPN / MPLS Interconnect Transport Monthly Recurring Charge (MRC)

Product Code	Bandwidth	Current MRC (1, 2 or 3 NTC's)
FNPMC2M	2 Mb/s AVPN	\$250
FNPMC5M	5 Mb/s AVPN	\$437
FNPMC10M	10 Mb/s AVPN	\$610
FNPMC20M	20 Mb/s AVPN	\$750
FNPMC50M	50 Mb/s AVPN	\$1,000
FNPMC100M	100 Mb/s AVPN	\$1,400
FNPMC250M	250 Mb/s AVPN	\$1,600
FNPMC500M	500 Mb/s AVPN	\$1,950
FNPMC1000M	1000 Mb/s AVPN	\$3,000

*AT&T Private Mobile Connection (PMC) Custom APN is intended to be used in conjunction with AT&T cellular/mobility services only.

EQUIPMENT DISCOUNTS		CONTRACT DISCOUNT
CRU Equipment Discount		50% Off AT&T ABS/SBS Equipment Grid National Contract Reference Price (NCRP)
CRU Accessory Discount		30% Off AT&T ABS/SBS Equipment Grid National Contract Reference Price (NCRP)
EMPLOYEE DISCOUNTS	Government Employee Discount https://www.att.com/offers/discount-program/government-employees.html	
IRU Employee Discount	Reference Foundation Account Number (FAN) 4599651	17%
IRU Accessory Discount		25%
AT&T Government Reference Guide https://www.wireless.att.com/businesscenter/enterprise-reference-guide/index.jsp?wtLinkName=EnterpriseGovernmentReferenceGuide&wtLinkLoc=RN		
AT&T FirstNet https://www.firstnet.com/marketing/index.html#/marketing/index/home		

FirstNet Responder Network Authority https://firstnet.gov/		
AT&T Service Coverage Maps http://www.att.com/maps/wireless-coverage.html/		
AT&T Mobile Phone & Device Tutorial https://www.att.com/esupport/main.html#!/wireless		
		Revision 9/2/2024

REVISION HISTORY		
<u>VERSION</u>	<u>DATE</u>	<u>DESCRIPTION</u>
1	9/19/2025	Added IoT Rate Plans



STAFF REPORT

Meeting Date: February 17, 2026

Item #: 6

Contact Name: Alexis Chentouf, Joyce Tolbert
Contact Number: Ext. 3111, Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Award Invitation to Bid (ITB) #26-003 City of Ocoee Downtown Septic to Sewer Connections Project. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee solicited bids from qualified contractors for the installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring the work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements. The project will involve connecting individual properties to the City sewer system through Notices to Proceed issued for each Property. As a result, each property’s connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.

The ITB was publicly advertised on December 14, 2025, and opened on January 20, 2026. There were a total of three (3) bids received and all were deemed responsive. The bids ranged from \$395,500.00 to \$785,000.00 and are available in the finance department for review. Staff recommends awarding ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project to the lowest bidder, WCDEL LLC DBA - Treasure Coast Infrastructure, for the total bid of \$395,500.00 per the attached Award Recommendation from Utilities' Director Jen Bolling. The Utilities Department reached out to Martin County Utilities, South Martin Regional Utilities, and the City of Delray Beach with positive feedback on recent projects completed by the lowest bidder. This total bid comes in under the Engineer's Estimate of \$575,000.00.

Bidder	Total Bid
1. WCDEL LLC DBA - Treasure Coast Infrastructure	\$395,500.00
2. Quality Plumbing of Sarasota	\$449,290.00
3. R&M Service Solutions, LLC.	\$785,000.00

Issue:

Should the Honorable Mayor and City Commission award the bid for the City of Ocoee Downtown Septic to Sewer Connections Project to WCDEL LLC DBA, Treasure Coast Infrastructure?

Recommendations:

Staff recommends the Honorable Mayor & City Commission:

1. Award ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project to WCDEL LLC DBA, Treasure Coast Infrastructure for the amount of \$395,500.00, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.
2. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. Award Recommendation
2. Bid Tabulation
3. Invitation to Bid
4. Bid Submission
5. Addendum 01
6. Addendum 02
7. Addendum 03
8. Sewer Service Locations

Financial Impacts:

The City of Ocoee Downtown Septic to Sewer Connections Project has been budgeted in Fiscal Year 2025-2026 for a total amount of **\$700,000.00** from the Contractual Services GL account (401-535-10-3400) with Job Number G000SR005. The City was awarded the 2024 Florida Springs Restoration Grant from the Florida Department of Environmental Protection (FDEP) for the **reimbursement** of **\$700,000.00** for this project under Agreement Number SR005.

Type of Item: Consent

Mayor
Rusty Johnson


City Manager
Craig Shadrix




Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

MEMORANDUM

TO: Alexis Chentouf
Purchasing Technician

Through: Jennifer Bolling, P.E. 
Utilities Director

FROM: T'Jean Tomlinson, P.E. 
Engineering Manager

DATE: Monday, February 9, 2026

RE: ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

The City of Ocoee Downtown Septic to Sewer Connections Project has been budgeted for Fiscal Year 2025-2026 for a total amount of **\$700,000.00** from the Contractual Services Fund (401-535-10-3400) from Job Number G00SR005. The City was awarded the 2024 Florida Springs Restoration Grant from the Florida Department of Environmental Protection (FDEP) for the **reimbursement** of **\$700,000.00** for this project under Agreement Number SR005.

The Utilities Department recommends awarding ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project to the lowest responsive bidder for the base bid, Treasure Coast Infrastructure, in the amount of **\$395,500.00** based on the following:

- On January 20, 2026, bids were opened for Bid ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project. The three lowest bidders and their bid prices are listed below.
 - WCDEL LLC DBA Treasure Coast Infrastructure
1650 S. Kanner Hwy
Stuart, FL 34994
Base Bid Price: \$395,500.00
 - Quality Plumbing of Sarasota
3107 29th Avenue East
Bradenton, FL 34208
Base Bid Price: \$449,290.00

3. R&M Service Solutions, LLC.
7256 Westport Place, Suite A
West Palm Beach, FL 33413
Base Bid Price: \$785,000.00

The Utilities Department reached out to Martin County Utilities, South Martin Regional Utilities, and the City of Delray Beach with positive feedback on recent projects completed by the lowest bidder.

ITB #26-003
 CITY OF OCOEE DOWNTOWN SEPTIC TO
 SEWER CONNECTIONS PROJECT
 BID TABULATION
 01/20/2026 2:00 P.M.

BID TABULATION		R & M Service Solutions		WCDEL LLC DBA - Treasure Coast Infrastructure		Quality Plumbing of Sarasota, LLC	
Acknowledged Addendum #1, 2, 3		✓		✓		✓	
Bid Security (Bid Bond)		Bid Bond		Bid Bond		Bid Bond	
Company Verification/License Check		Active		Missing E-Verify		Missing E-Verify	
Exceptions		No		No		No	
Required Forms		✓		✓		✓	
DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
General Conditions	1	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$54,890.00	\$54,890.00
Install 6-Inch PVC Sanitary Sewer Service	10	\$16,000.00	\$160,000.00	\$6,000.00	\$60,000.00	\$6,850.00	\$68,500.00
Install 4-Inch PVS Sanitary Sewer Service	23	\$14,000.00	\$322,000.00	\$5,000.00	\$115,000.00	\$6,300.00	\$144,900.00
Install 2-Inch Poly Sanitary Sewer Service	6	\$13,000.00	\$78,000.00	\$5,000.00	\$30,000.00	\$1,500.00	\$9,000.00
Abandon Existing Septic Tank	43	\$5,000.00	\$215,000.00	\$3,500.00	\$150,500.00	\$4,000.00	\$172,000.00
TOTAL BASE BID			\$785,000.00		\$395,500.00		\$449,290.00
		3		1		2	
*License check, submitted forms & references verified only on lowest three firms.							
*Bidders listed in alphabetical order							
*Yellow highlighted amounts represent discrepancies on the Bid Form							
*Missing forms are considered a minor irregularity.							

SECTION 00020

INVITATION TO BID

ITB #26-003 City of Ocoee Downtown
Septic to Sewer Connections Project

The City of Ocoee, Florida (“City”, “Owner”) is soliciting sealed Bids for the Project **ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project**.

Description of Work: The City of Ocoee, Florida (the “City”, “Owner”) is soliciting sealed Bids for following project: **ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project**. The Project is one of the City’s Utilities Projects State Grant Funded through Florida Department of Environmental Protection’s (FDEP) Spring Restoration Grant Funds . Sealed bids for **ITB #26-003** will be received by qualified persons, firms, corporations or agencies submitting a bid for the work proposed, hereinafter called “Bidder”, “Respondent”, “Contractor”, “Offeror”.

The proposed Contract will be for all labor, supervision, materials, equipment, supplies and incidentals for the Abandonment of Septic Tanks and Connection to City Sewer, as listed under the “Scope of Work/Bid Form” section of this Invitation to Bid.

- A. The installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements.
- B. All work shall follow the City of Ocoee Engineering Standards Manual, the Florida Department of Health guidelines and codes, and the Florida Building Code. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the property.
- C. The project will involve connecting individual properties to the City sewer system through separate notices to proceed. As a result, each property’s connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.

- D. Bidder to furnish all labor, materials, equipment and incidentals required for the complete abandonment of OSTDS, connection to central sewer and restoration. As the project will occur over multiple years, bidder to account for potential changes in price of material, equipment and labor.

The City is ONLY accepting electronic solicitation responses online through the City's Euna Procurement platform, formerly known as Bonfire at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically through the Euna Procurement platform, formerly known as Bonfire. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. It is suggested that prospective bidders register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should a Bidder need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

Bid Submission Deadline: Bids will only be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on January 20, 2026.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline. It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

Deadline for Receipt of Questions: The City will receive questions regarding this ITB only through written inquiries directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoe.org OR through the questions and answer section of the project file on Bonfire until **January 13, 2026 at 2:00 p.m., local time**. Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on a Thursday, January 8, 2026**, at the City of Ocoee Commissions Chambers, 1 N. Bluford Ave, Ocoee, FL 34761.

Bid Bond: A certified check or bid bond shall accompany each Bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price, and shall be made payable to the City of Ocoee as a guarantee that the Bidder will not withdraw for a period of ninety (90) days after bid closing time. A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Alexis Chentouf, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive.

Convicted Vendor List (Public Entity Crime). 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 Bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2)(a), Florida Statutes.]

Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

END OF SECTION

EXHIBIT "B"
BID FORM

**ITB #26-003 CITY OF OCOEE DOWNTOWN
SEPTIC TO SEWER CONNECTIONS PROJECT**

Bid Form: Ocoee Downtown Sewer Connections

Description	Units	Contract Quantity	Unit Price (in Numbers)	Total Price (in Numbers)
General Conditions	Lump Sum	1	40,000.00	40,000.00
Install 6-inch PVC Sanitary Sewer Service	Each	10	6,000.00	60,000.00
Install 4-inch PVC Sanitary Sewer Service	Each	23	5,000.00	115,000.00
Install 2-inch Poly Sanitary Sewer Service	Each	6	5,000.00	30,000.00
Abandon Existing Septic Tank	Each	43	3,500.00	150,500.00
Total Complete Bid				395,500.00

NAME OF BIDDER: WCDL LLC DBA TreasureCoast Infrastructure

BID PREPARED BY (PRINT) William DeLuca

SIGNATURE WCD

Three Hundred Ninety Five Thousand AND
Five Hundred Dollars $\frac{00}{100}$

EXHIBIT "N"
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, WCDEL LLC dba
Treasure Coast Infrastructure
_____, as Principal, and Great Midwest Insurance Company
_____ as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as
Owner, in the penal sum of, (5 percent of the Contract Bid) \$ Five Percent of the Amount Bid---
--5%--
_____ (written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 16th day of January, 20 26. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ITB #26-003 CITY OF OCOEE DOWNTOWN SEPTIC TO SEWER CONNECTIONS PROJECT.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice

will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	---

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
<p>N/A _____ (Individual's Signature)</p> <p>N/A _____ (Individual's Signature)</p> <p>doing business as N/A _____</p> <p>N/A _____ (Business Address)</p> <p>N/A _____ N/A _____ (Telephone No.) (Florida License No.)</p>	<p>(1) N/A _____ (Witness)</p> <p>(2) N/A _____ (Witness)</p> <p style="text-align: center;">(SEAL)</p>

If Bidder is PARTNERSHIP , complete this signature block.	
<p>N/A _____ (Partnership Name)</p> <p>N/A _____ (General Partner's Signature)</p> <p>N/A _____ (General Partner's Name)</p> <p>N/A _____ (Business Address)</p> <p>N/A _____ N/A _____ (Telephone No.) (Florida License No.)</p>	<p>(1) N/A _____ (Witness)</p> <p>(2) N/A _____ (Witness)</p> <p style="text-align: center;">(SEAL)</p>

If Bidder is **CORPORATION**, complete this signature block.

WCDEL LLC dba Treasure Coast Infrastructure
(Corporation Name)

Florida
(State of Incorporation)

By: William Deluch
(Name of Person Authorized to Sign - See Note 1)

CEO
(Title)

[Signature]
(Authorized Signature)

William Deluch
(Corporation President)

5360 SE Dell St, Stuart, FL 34997
(Business Address)

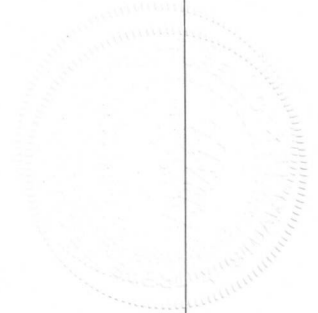
412-689-1038
(Telephone No.)

CU C 1226427
(Florida License No.)



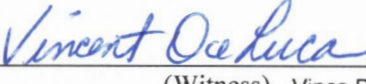
(1) Bud
(Witness)

(2) Jane Hase
(Witness)

(SEAL)



SURETY

<p><u>Great Midwest Insurance Company</u> (Surety Business Name)</p> <p><u>800 Gessner Road, Suite 600, Houston, TX 77024</u> (Principal Place of Business)</p> <p>By: <u></u> (Surety Agent's Signature - See Note 2)</p> <p><u>Tyler D DeBord</u> (Surety Agent's Name)</p> <p><u>Attorney-in-Fact</u> (Surety Agent's Title)</p> <p><u>Brown & Brown Insurance Services</u> (Business Name of Local Agent for Surety)</p> <p><u>300 North Beach Street, Daytona Beach, FL 32114</u> (Business Address)</p> <p><u>386-239-5703</u> <u>N/A</u> (Telephone No.) (Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) <u></u> (Witness) Sarah O'Brien</p> <p>(2) <u></u> (Witness) Vince DeLuca</p> <p>Attest: (If Agency is a Corporation)</p> <p><u>N/A</u> (Corporate Secretary Signature)</p> <p><u>N/A</u> (Corporate Secretary Name)</p> <p style="text-align: center;">(Corporate Seal)</p>
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NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

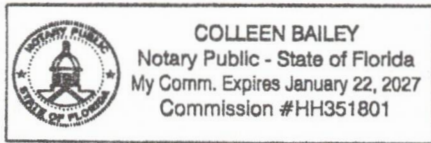
COUNTY OR CITY OF County of Volusia)

Before me, a Notary Public, personally came Tyler D DeBord known to me, and known to be the Attorney-in-Fact of Great Midwest Insurance Company, a Texas Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Great Midwest Insurance Company were affixed by order and authority of said Company's Board of Directors, (Surety Company)

and that the execution of the attached bond is the free act and deed of Great Midwest Insurance Company. (Surety Company)

Given under my hand and seal this 16th day of January, 2026.



Colleen Bailey
(Notary Public)

My Commission Expires January 22, 2027.

END OF SECTION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Tyler D. DeBord, Stephen P. Farmer, Kara Ruckert, Margie Hall, Vincent DeLuca, Ashley Tyree

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

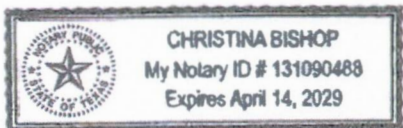


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX, 16th Day of January 2026



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

EXHIBIT "N"
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, WCDEL LLC dba
Treasure Coast Infrastructure
_____, as Principal, and Great Midwest Insurance Company

_____ as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as
Owner, in the penal sum of, (5 percent of the Contract Bid) \$ Five Percent of the Amount Bid---
--5%--
_____ (written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 16th day of January, 20 26. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ITB #26-003 CITY OF OCOEE DOWNTOWN SEPTIC TO SEWER CONNECTIONS PROJECT.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice

will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	---

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
<p>N/A _____ (Individual's Signature)</p> <p>N/A _____ (Individual's Signature)</p> <p>doing business as N/A _____</p> <p>N/A _____ (Business Address)</p> <p>N/A _____ N/A _____ (Telephone No.) (Florida License No.)</p>	<p>(1) N/A _____ (Witness)</p> <p>(2) N/A _____ (Witness)</p> <p style="text-align: center; margin-top: 20px;">(SEAL)</p>

If Bidder is PARTNERSHIP , complete this signature block.	
<p>N/A _____ (Partnership Name)</p> <p>N/A _____ (General Partner's Signature)</p> <p>N/A _____ (General Partner's Name)</p> <p>N/A _____ (Business Address)</p> <p>N/A _____ N/A _____ (Telephone No.) (Florida License No.)</p>	<p>(1) N/A _____ (Witness)</p> <p>(2) N/A _____ (Witness)</p> <p style="text-align: center; margin-top: 20px;">(SEAL)</p>

If Bidder is **CORPORATION**, complete this signature block.

WCDEL LLC dba Treasure Coast Infrastructure
(Corporation Name)

Florida
(State of Incorporation)

By: William DeLuca
(Name of Person Authorized to Sign - See Note 1)

CEO
(Title)

William DeLuca
(Authorized Signature)

WILLIAM DELUCA
(Corporation President)

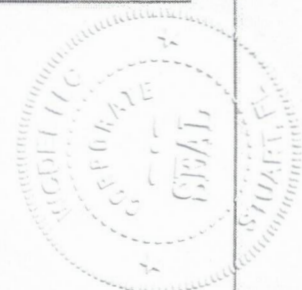
5360 SE Dell St, Stuart, FL 34997
(Business Address)

412-689-1038 CVK1226427
(Telephone No.) (Florida License No.)

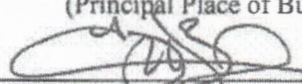
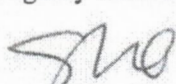
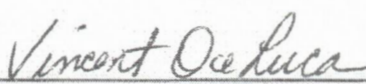
(1) Bud
(Witness)

(2) Pharis Schum
(Witness)

(SEAL)



SURETY

<p><u>Great Midwest Insurance Company</u> (Surety Business Name)</p> <p><u>800 Gessner Road, Suite 600, Houston, TX 77024</u> (Principal Place of Business)</p> <p>By: <u></u> (Surety Agent's Signature - See Note 2)</p> <p><u>Tyler D DeBord</u> (Surety Agent's Name)</p> <p><u>Attorney-in-Fact</u> (Surety Agent's Title)</p> <p><u>Brown & Brown Insurance Services</u> (Business Name of Local Agent for Surety)</p> <p><u>300 North Beach Street, Daytona Beach, FL 32114</u> (Business Address)</p> <p><u>386-239-5703</u> <u>N/A</u> (Telephone No.) (Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) <u></u> (Witness) Sarah O'Brien</p> <p>(2) <u></u> (Witness) Vince DeLuca</p> <p>Attest: (If Agency is a Corporation)</p> <p><u>N/A</u> (Corporate Secretary Signature)</p> <p><u>N/A</u> (Corporate Secretary Name)</p> <p style="text-align: center;">(Corporate Seal)</p>
---	--

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Authority" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

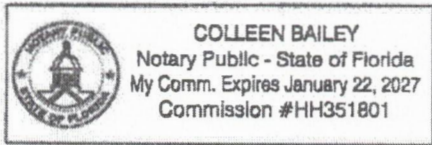
COUNTY OR CITY OF County of Volusia)

Before me, a Notary Public, personally came Tyler D DeBord known to me, and known to be the Attorney-in-Fact of Great Midwest Insurance Company, a Texas Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Great Midwest Insurance Company were affixed by order and authority of said Company's Board of Directors, (Surety Company)

and that the execution of the attached bond is the free act and deed of Great Midwest Insurance Company. (Surety Company)

Given under my hand and seal this 16th day of January, 2026.



Colleen Bailey
(Notary Public)

My Commission Expires January 22, 2027.

END OF SECTION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Tyler D. DeBord, Stephen P. Farmer, Kara Ruckert, Margie Hall, Vincent DeLuca, Ashley Tyree

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

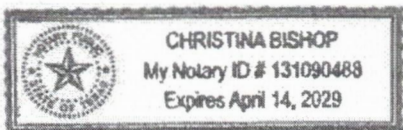


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX _____ 16th _____ Day of January _____ 2026



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Wiseh we 1/20/22

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

December 18, 2025

**ADDENDUM NO. ONE (1)
CITY OF OCOEE**

ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of three (3) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Will a full set of plans with details be published for this project?

A1. There are no plans for this project. The map of properties and cleanout locations will be provided to the plumber but it will be the plumber's responsibility to construct the sewer piping from the cleanout to the building's existing plumbing per Florida Building Code and the City's standards.

Q2. Will sod restoration need to be done?

A2. Yes.

2. Revised Exhibit "O4": Waiver of Right to Claim Against The Payment Bond (Final Payment)

- The revised Exhibit "O4" will be attached to this addendum.

Uchel 1/15/13

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Exhibit "O4" - Waiver of Right to Claim Against The Payment Bond (Final Payment)

ATTACHED SEPARATE
BUT ACKNOWLEDGED

Wardell LLC

EXHIBIT "O4"
**WAIVER OF RIGHT TO CLAIM AGAINST
THE PAYMENT BOND (FINAL PAYMENT)**
(Section 255.05)

The undersigned, in consideration of the final payment in the amount of \$ _____ hereby
waives its right to claim against the payment bond for labor, services, or materials furnished to _____
_____ (insert the name of your customer) on the job of _____ (insert name of the owner), for
improvements to the following described project:

DESCRIPTION OF PROJECT:

- A. The installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements.
- B. All work shall follow the City of Ocoee Engineering Standards Manual, the Florida Department of Health guidelines and codes, and the Florida Building Code. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the property.
- C. The project will involve connecting individual properties to the City sewer system through separate notices to proceed. As a result, each property's connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.
- D. Bidder to furnish all labor, materials, equipment and incidentals required for the complete abandonment of OSTDS, connection to central sewer and restoration. As the project will occur over multiple years, bidder to account for potential changes in price of material, equipment and labor.

DATE _____,

_____ (Claimant)

By: _____

END OF SECTION

Mayor
Rusty Johnson

City Manager
Craig Shadrix



George Oliver III 4/26/26

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

December 19 , 2025

**ADDENDUM NO. TWO (2)
CITY OF OCOEE**

ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Will contractor be paying for permits? I saw somewhere that said, "at no charge" and another place said "at contractors expense"

A1. The City will not charge for City permits, but it will be the responsibility of the Contractor/Plumber to pay for all other permits.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Mayor
Rusty Johnson

City Manager
Craig Shadrix



9/26/26 *1/15/26*

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

January 15, 2026

**ADDENDUM NO. THREE (3)
CITY OF OCOEE**

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of seven (7) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. What specific licenses are required? Is a State of FL Underground Utility & Excavation License acceptable?

A1. The bidder must hold the proper regulated State of FL contractor's license to perform the scope of work stated in the ITB #26-003 bid documents which includes pulling all required permits.

Q2. Is there a map of the septic tanks?

A2. Please see attached map.

2. Revised Section 00020: Invitation To Bid

- **The revised Section 00020 will be attached to this addendum.**

APR ^{me} 1/19/24

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Revised Section 00020: Invitation To Bid

Map with Marked Septic Tanks

Warranty Offered

The Bidder warrants that all labor, materials, equipment, and workmanship furnished under this Contract shall be new, of good quality, free from defects, and in full compliance with the Contract Documents, specifications, and applicable codes.

The Bidder shall provide a **one (1) year warranty** from the date of final acceptance by the City of Ocoee covering all workmanship and materials installed as part of this project, unless a longer warranty is specified by the manufacturer.

During the warranty period, the Bidder shall, at no cost to the City, promptly correct any defects in workmanship or materials that arise under normal use and are attributable to the Bidder's work. Warranty repairs shall be initiated within a reasonable time after written notice from the City.

All manufacturer warranties for materials and equipment shall be fully transferred to the City upon final acceptance. Where manufacturer warranties exceed the Bidder's warranty period, such extended warranties shall remain in full force for the benefit of the City.

This warranty shall be in addition to, and not in limitation of, any other rights or remedies available to the City under the Contract or applicable law.

WCDEL LLC DBA TREASURE COAST INFRASTRUCTURE

William DeLuca CEO 412 689 1038



EXHIBIT "A"
QUESTIONNAIRE

DATE: 1-19-20

PROJECT IDENTIFICATION: ITB#26-003 CITY OF OCOEE DOWNTOWN SEPTIC TO SEWER CONNECTIONS PROJECT

NAME OF BIDDER: WCDEL LLC DBA Treasure Coast Infrastructure

BUSINESS ADDRESS: 1650 S. Hanner Hwy Stuart, FL 34994

TELEPHONE NO.: 412-689-1038 EMAIL: bill@treasurecoastinfrastructure.com

CONTRACTOR'S LICENSE NO AND STATE ISSUED (PROVIDE COPY): CC1220427

SUNBIZ REGISTRATION NUMBER: L23000520935

This questionnaire is intended to provide descriptive information about Bidder and to offer the opportunity for Bidder to demonstrate its compliance with the minimum requirements of this Invitation to Bid. With regard to Bidder's qualifications, the answers provided in this section should apply to both the supplier and the installer. The relevance and quality of prior experience necessary to identify a responsive Bidder shall be judged solely by the City of Ocoee at its discretion and is not reviewable through the bid protest process. Resumes of key project team members and their expected role in the project should be attached to this section and included in the bid package submitted by the Bidder.

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business? 3 years

Bank or other financial references:
Seawest Bank - Patty McAulay
702-221-7047 815 Colorado Ave
Stuart, FL 34994

2. REFERENCES/EXPERIENCE: Describe and provide information regarding the last five (5) projects you have completed in the last five (5) years of similar in type and nature as the one proposed, preferably with a governmental agency. Bidder must demonstrate the ability to perform services of similar complexity and nature. For each project list the dates the work was performed, estimated total value of the work, name and type of owner (residential/commercial), description of work performed, and special conditions present that had to be overcome, Bidder's project manager, the client's project manager (if commercial), and contact information for the owner. The relevant project may be removed

from the list of references if the listed contact person refuses to provide information regarding your performance. Letters of Reference may also be provided.

- Rio East - low pressure force main: Prime Contractor, Completed 2024. 1.1m. Contact: David Durkin, Lead Engineer, Martin County Utilities 772-519-0823
- Rio south - Low pressure force main: Prime Contractor, Completed 2024. 1.1m. Main Contact: David Duncan, Lead Engineer, Martin County Utilities 772-519-0823
- Sewells Point water main extension: Prime Contractor, Completed 2023, 2mm. Main Contact: David Durkin 772-519-0823
- South East Gomez: Drilling, water main 15,000 ft. Prime contractor. 2024. 2.3mm. David Thomas, South Martin Regional utilities 772-284-4204
- Ewing Construction Drilling water main, Delray, FL, 1MM, Paul Ewing
Have you any similar work in progress at this time? Yes No

501-699-3240

3. Have you ever failed to complete work awarded to you? If so, where and why?

NO

4. Name the proposed members of your project leadership team, listing the name and title for each person. Attach the resume for key personnel for this project.:

William DeLuca, CEO 412-689-1038

5. Have you personally inspected the site of the proposed Work? Yes
If so, describe any anticipated problems with the site and your proposed solutions?

None

6. Will you subcontract any part of the Work? If so, describe which portions by listing the name of the subcontractor, the part of the project they are to perform, and the percentage proportion of the Work represented by that activity.

Connection to the Home.
Lazarus plumbing. 5%

Bidder certifies that Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

7. What equipment do you own that is available for the Work? List year, make & model of all equipment that will be used on the private properties.

2025 Vermeer S3 D711
2 mini excavator
4 trailers

8. What equipment will you purchase for the Work? List year, make & model of all equipment that will be used on the private properties.

Nothing

9. What equipment will you rent for the Work? List year, make & model of all equipment that will be used on the private properties.

Nothing.

11. State the true and exact, correct, and complete name under which you do business and give the company officer and the address of the office that will be responsible for the Work:

WCDEL LLC DBA Treasure Coast Infrastructure
William DeLuca 412-689-1038
1450 S. Kanner Hwy Suite 212 Stuart, FL 34994

12. Bidder shall provide a detailed list of any proposed equals. List any exceptions, functional differences, or discrepancies between the Bidder's proposed system and the contract requirements or a statement that there are none.

Nothing.

-
-
13. SUMMARY OF LITIGATION: Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. Attach additional sheets if necessary.

Nothing.

14. Does the Bidder have any Exceptions to the terms of the Contract Documents? Yes No

List any exceptions Bidder has to this scope of work or contract terms. (Note: Exceptions will not be considered after the bid has been awarded). The City reserves the right to accept or reject any requested exceptions. Please reference Section 100; Article 4.7, for further clarification. Note if Bidder leaves this question blank, Bidder agrees it has no exceptions.

15. ACKNOWLEDGEMENT OF ADDENDA:
Bidder acknowledges receipt of the following addenda:

No. <u>2</u>	Dated <u>Dec. 19, 2025</u>
No. <u>3</u>	Dated <u>Jan 15, 2026</u>
No. _____	Dated _____
No. _____	Dated _____

END OF SECTION

EXHIBIT "C"
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: WCDL LLC DBA Treasure Coast Infrastructure

Signature WCD

By: William Deluca
(Print or Type Name)

Title: CEO

Date: 1-20-20

EXHIBIT "D"
CERTIFICATION OF NON-SEGREGATED FACILITIES

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date Jan 20, 2020 WCDel LLC DBA Treasure Coast
By: William Deluca Infrastructure
CEO
(Title)

Official Address (including Zip Code):

1650 S. Kanner Hwy Suite 212
Stuart, FL 34994



EXHIBIT "E"
BID CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

WCDL LLC DBA Treasure Coast Infrastructure
Firm Name

WCD
Signature

William DeLuca CEO
Name and Title (Print or Type)

1-20-20
Date

EXHIBIT "F"
NON-COLLUSION AFFIDAVIT

STATE OF Florida)

COUNTY OF Martin)

William Deluca, being first duly sworn deposes and says:

1. He (it) is the owner
(Owner, Partner, Office, Representative or Agent)
of WCDL LLC DBA Treasure Coast, the Bidder that has submitted the attached Bid;
Infrastructure
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: William Deluca
Title: CEO

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of January, 2020 by William Deluca in the state of Florida County of Martin.

Burb
Notary Public
My Commission Expires: NOV. 23 2029

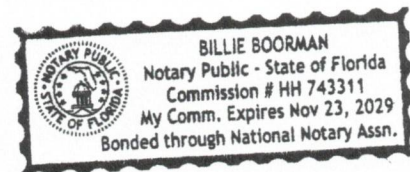


EXHIBIT "G"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ocoee, Florida by WCOEL LLC
(Entity)
by William DeLuca CEO
(Print individual's Name & Title)
whose business address is 11650 S. Kanner Hwy Suite 212
Stuart, FL 34994
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies)

wcdel

Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 1-20-20. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

awd
(Signature)

Date: 1-20-20

William Deluca
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Marion

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

William Deluca who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this ~~20~~ 20 day of
January, 2020

Notary Public B B
My Commission Expires: _____

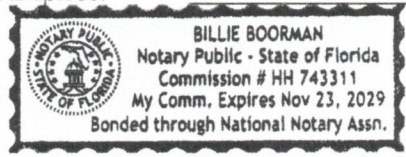


EXHIBIT "H"
Certification Regarding Scrutinized Companies' Lists

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Bidder: WCDEL LLC DBA Treasure Coast Infrastructure
By: William DeLuca WCDEL
(Authorized Signature)
Title: CEO
Date: 1-20-20

EXHIBIT "I"

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I WCD have/ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have/ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date Jan 20, 2020

By: [Signature]
(Signature of Authorized Official)

WCD LLC DBA Treadon Coast Infrastructure
(Name of Prospective Construction Contractor or Subcontractor)

1650 S. Kanner Hwy Suite 212 Ste A, FL 32994
(Address of Prospective Construction Contractor or Subcontractor)

412-689-1038
(Telephone Number)

934584011
(Employer Identification Number)

EXHIBIT "J"

BID #26-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

WDEL LLC
COMPANY NAME

412-689-1038
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

bill@treasurecoastinfrastructure.com
E-MAIL ADDRESS

and
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

William Deluca CEO
NAME/TITLE (PLEASE PRINT)

1650. S Kanner Hwy
STREET ADDRESS
SMOAK FL 34994
CITY STATE ZIP

FEDERAL ID # 934584011

____ Individual ____ Corporation ____ Partnership ____ Other (Specify) LLC

Sworn to and subscribed before me by means of physical presence or online notarization this 00 day of January, 2020

Personally Known or

Produced Identification _____

X
(Type of Identification)

Notary Public - State of Florida
County of Marion

BB
Signature of Notary Public

Billie Boorman
Printed, typed or stamped
Commissioned name of Notary Public

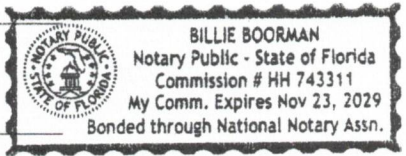


EXHIBIT "K"
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: William Deluca
Print Name: William Deluca
Print Title: CEO
Company Name: WCDel LLC

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 20 day of January, 2022, by William Deluca as CEO of WCDel LLC, who is personally known to me or produced X as identification.

Billie Boorman
Notary Public Signature
Print Notary Name: Billie Boorman
My Commission Expires: _____

(Seal)

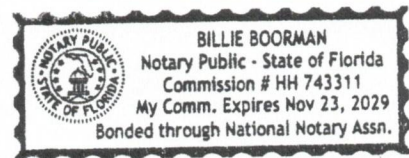


EXHIBIT "L"
COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

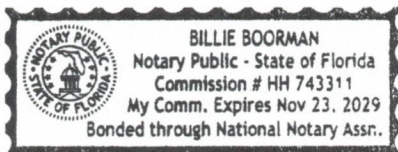
3. I am an officer or representative of WCDG, LLC (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
4. Entity is not owned by the government of a foreign country of concern.
5. No government of a foreign country of concern has a controlling interest in Entity.
6. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
7. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
8. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: [Signature]
Printed Name: William Deluca
Title: CEO

STATE OF Florida
COUNTY OF Marin

The foregoing instrument was acknowledged by physical means / by electronic means before me this 20 day of January 2021 by William Deluca, who is personally known to me / presented X as identification and who did / did not take an oath.

Notary Public, Commission Seal:



[Signature]
Print Name: Billie Boorman

EXHIBIT "M"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that William Deluca [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of William Deluca [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

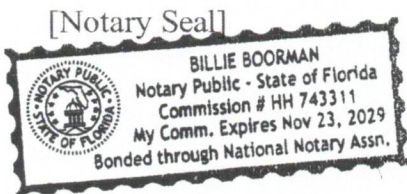
WCD

Print Name: William Deluca

Date: 1-20-20

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1-20-20 (date) by William Deluca CEO (name of officer or agent, title of officer or agent) of WCD&L LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced ✓ (type of identification) as identification.



Bu B

Notary Public
Billie Boorman

Name typed, printed or stamped
My Commission Expires: Nov. 23, 2029

1. Executive Resume – William DeLuca

Writing

William DeLuca

Chief Executive Officer

WCDeL LLC d/b/a Treasure Coast Infrastructure

Stuart, Florida

Executive Profile

Underground utility executive with a proven record of leading complex municipal infrastructure projects across Florida. Known for disciplined project oversight, safety-first execution, and the ability to mobilize crews rapidly while maintaining strict compliance with permitting, MOT, and utility standards. Extensive experience managing multimillion-dollar underground construction scopes with zero litigation or lien history.

Core Competencies

- Underground Utility Project Oversight
- Municipal & Grant-Funded Infrastructure Projects
- Horizontal Directional Drilling (HDD) & Boring Operations
- Florida ROW, MOT, and Utility Coordination
- Risk Management & Safety Compliance
- Schedule Control & Multi-Crew Coordination
- Stakeholder & Utility Provider Coordination

Relevant Experience

- Executive oversight of underground utility projects valued up to \$4.3 million
- Direct leadership of field operations, scheduling, and compliance strategy
- Coordination with municipal owners, inspectors, and utility providers
- Oversight of permitting processes across Miami-Dade, Broward, Palm Beach, Indian River, Seminole, and additional Florida counties
- Delivery of projects with no history of claims, liens, or litigation

Representative Project Experience

- Ocean Breeze Electrical Conduit Installation – \$2,000,000
Large-scale underground electrical conduit installation including HDD operations, coordination with electrical utility standards, and full restoration

Licensing & Certifications

- Certified Underground Utility Contractor (CUC)
- Advanced Maintenance of Traffic (MOT) Certification
- Access to Electrical Master License through affiliated sister company

Leadership Role on This Project

- Executive oversight and authority
- Schedule control and coordination with City representatives
- Risk mitigation, safety compliance, and quality assurance

2. Technical Resume – Ray Vega

Writing

Ray Vega

Vice President of Drilling

Professional Profile

Senior drilling professional with over two decades of hands-on experience executing complex horizontal directional drilling projects throughout Florida. Highly skilled in large-diameter installations, precision bore tracking, and execution in congested utility environments. Known for consistent production, safe operations, and problem-solving under challenging subsurface conditions.

Areas of Expertise

- Horizontal Directional Drilling (HDD)
- Large-Diameter Pipe Installation (up to 24”)
- Urban & Residential Utility Environments
- Bore Path Design & Steering

- Subsurface Conflict Avoidance
- Crew Leadership & Field Safety

Project Experience

- Led HDD operations on projects ranging from \$400,000 to \$4.3 million
- Installed pipe sizes up to 24 inches across varied soil conditions
- Executed bores in congested corridors with active utilities
- Delivered projects with no safety incidents or bore failures

Role on This Project

- Direct oversight of all drilling operations
- Bore planning, execution, and verification
- On-site decision-making for subsurface conditions
- Enforcement of drilling safety protocols and best practices

3. Operations Resume – Jim Haviland

Writing

Jim Haviland

Operations & Field Management

Professional Profile

Experienced underground construction operations leader specializing in field coordination, logistics, and execution across multiple crews. Proven ability to manage schedules, materials, subcontract coordination, and restoration activities while maintaining safety and quality standards on municipal projects.

Core Strengths

- Field Operations Management
- Multi-Crew Scheduling & Logistics
- Restoration & Close-Out Coordination

- Utility Coordination & Site Controls
- Quality Control & Documentation

Relevant Experience

- Oversight of daily field operations for underground utility installations
- Coordination of equipment, materials, and crew deployment
- Management of restoration scopes to municipal standards
- Support of permit compliance, inspections, and final close-out

Role on This Project

- Day-to-day field execution and coordination
- Scheduling of mobilizations and demobilizations
- Oversight of restoration and final acceptance
- Interface with inspectors and City field representatives

4. Replacement Project Description

(Use this in place of the Ocoee description)

Writing

Project Understanding & Execution Plan – Residential Sewer Connection Program

Treasure Coast Infrastructure understands the scope and operational complexity of municipal residential sewer connection programs involving multiple individual properties, phased Notices to Proceed, and strict compliance with Florida Department of Environmental Protection (FDEP) grant requirements.

The project consists of installing gravity sanitary sewer service lines and force main connections serving individual residential properties, combined with the abandonment of existing septic systems. Each property connection is issued its own Notice to Proceed and completion deadline, requiring precise scheduling, repeated mobilizations, and close coordination with the City.

Scope of Work Includes:

- Installation of 6-inch PVC gravity sanitary sewer service lines
- Installation of 4-inch PVC gravity sanitary sewer service lines
- Installation of 2-inch poly force main sanitary sewer service lines
- Abandonment of existing septic systems in accordance with regulatory standards
- Connections to existing City sanitary sewer infrastructure
- Acquisition and compliance with all required permits
- Coordination with utility providers and City representatives
- Full restoration of all disturbed areas to original or better condition

Execution Strategy

TCI approaches this work using a property-by-property execution model designed to minimize disruption while maintaining schedule certainty:

1. Pre-Connection Coordination

- Review individual Notice to Proceed
- Confirm site conditions, access, and utility conflicts
- Coordinate schedules with the City and property owners

2. Mobilization & Installation

- Dedicated crews mobilized per property
- Installation of gravity or force main service lines per design
- Connection to existing sewer cleanouts or mains

3. Septic System Abandonment

- Proper abandonment procedures in compliance with applicable codes
- Documentation of abandonment for grant and City records

4. Restoration & Close-Out

- Restoration of pavement, turf, landscaping, and affected surfaces
- Final inspection coordination
- Documentation submission in accordance with FDEP grant requirements

Key Value Add

- Proven ability to manage repeated mobilizations efficiently
 - Strong coordination with municipalities on phased Notices to Proceed
 - Zero-incident safety culture with dedicated safety oversight
 - Extensive Florida permitting and utility coordination experience
 - Rapid mobilization capability upon authorization
-

5. Abilities & Value-Added Capabilities

Writing

Treasure Coast Infrastructure – Core Abilities

- Horizontal directional drilling, missile boring, and open-cut installation
- Residential and municipal sanitary sewer service connections
- Septic system abandonment and regulatory compliance
- Florida ROW, MOT, and utility coordination
- Grant-funded project documentation support
- High-frequency mobilization and demobilization management
- Safety-first execution with no incident history
- Electrical coordination capability through affiliated Electrical Master License
- No litigation or lien history

Mobilization

Crews and equipment are available for immediate mobilization upon Notice to Proceed.

Commitment

TCI delivers predictable execution, disciplined scheduling, and professional coordination on every property connection, ensuring compliance, safety, and quality throughout the duration of the program.



Ron DeSantis, Governor

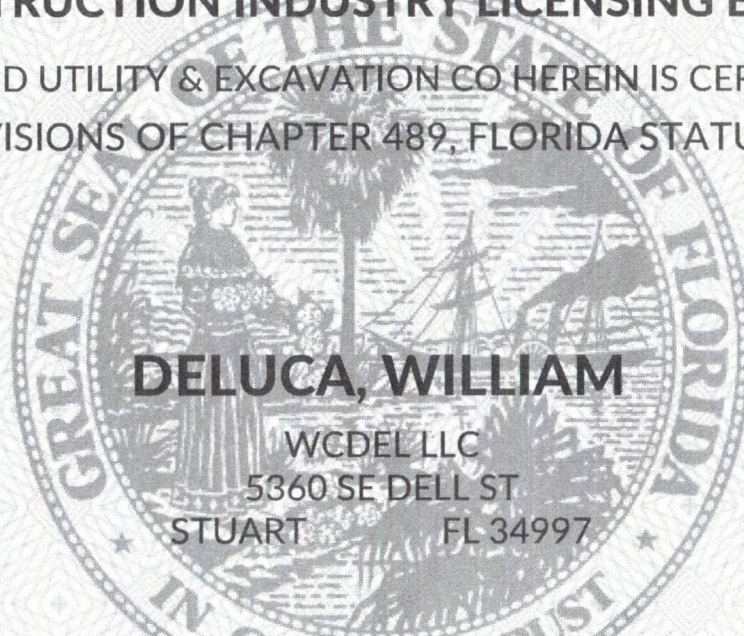
Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



DELUCA, WILLIAM

WCDEL LLC
5360 SE DELL ST
STUART FL 34997

LICENSE NUMBER: CUC1226427

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/09/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



MARTIN COUNTY BUSINESS TAX RECEIPT



2025 / 2026

EXPIRES: September 30, 2026

Account #: 20250733

**Honorable Ruth Pietruszewski
Martin County Tax Collector**

Location: 5360 SE DELL ST
Business Phone: 4126891038
NAICS Code: 238910
State License: CUC1226427
Business Description:

UNDERGROUND UTILITY/EXCAVATION CONTRACTOR (EXCA

Business Name: WCDEL LLC
Business DBA:
Owner Name: WILLIAM C. DELUCA
PO BOX 405
5360 SE DELL ST.
PALM CITY, FL 34991

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date: 12/09/2025
Receipt Number:
INT-25-00083734

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	5.25	250.00	6.60	288.10

Ruth Pietruszewski · Martin County Tax Collector

Website:
MartinTaxCollector.com

3485 SE Willoughby
Blvd. Stuart, FL 34994

Phone:
(772)288-5600

**To renew your Business Tax Receipt, visit our payment menu
at martintaxcollector.com.**

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Mailing Address
- Ownership
- Closing your Business
- Physical Location

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A \$250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website <https://martintaxcollector.com/local-business-tax/> for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.



WILLIAM DELUCA

Certificate:

638275

Issued: 03/25/2025

Expires: 03/10/2029

Instructor: R M

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:

US Safety Alliance

www.USsafetyAlliance.com

Doral, FL 33122

Ph: 904-705-5660

Verify this Certificate at www.motadmin.com.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CFC1427887

EXPIRATION DATE: AUGUST 31, 2026

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOFFER, JAY R JR
(THE) LAZARUS GROUP INC
6504 SW 39TH ST
PALM CITY FL 34990



ISSUED: 06/06/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

December 18, 2025

**ADDENDUM NO. ONE (1)
CITY OF OCOEE**

ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of three (3) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Will a full set of plans with details be published for this project?

A1. There are no plans for this project. The map of properties and cleanout locations will be provided to the plumber but it will be the plumber's responsibility to construct the sewer piping from the cleanout to the building's existing plumbing per Florida Building Code and the City's standards.

Q2. Will sod restoration need to be done?

A2. Yes.

2. Revised Exhibit "O4": Waiver of Right to Claim Against The Payment Bond (Final Payment)

- The revised Exhibit "O4" will be attached to this addendum.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Exhibit "O4" - Waiver of Right to Claim Against The Payment Bond (Final Payment)

EXHIBIT "O4"
WAIVER OF RIGHT TO CLAIM AGAINST
THE PAYMENT BOND (FINAL PAYMENT)
(Section 255.05)

The undersigned, in consideration of the final payment in the amount of \$_____ hereby waives its right to claim against the payment bond for labor, services, or materials furnished to _____ (insert the name of your customer) on the job of _____ (insert name of the owner), for improvements to the following described project:

DESCRIPTION OF PROJECT:

- A. The installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements.
- B. All work shall follow the City of Ocoee Engineering Standards Manual, the Florida Department of Health guidelines and codes, and the Florida Building Code. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the property.
- C. The project will involve connecting individual properties to the City sewer system through separate notices to proceed. As a result, each property's connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.
- D. Bidder to furnish all labor, materials, equipment and incidentals required for the complete abandonment of OSTDS, connection to central sewer and restoration. As the project will occur over multiple years, bidder to account for potential changes in price of material, equipment and labor.

DATE _____,

_____ (Claimant)

By: _____

END OF SECTION

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

December 19 , 2025

**ADDENDUM NO. TWO (2)
CITY OF OCOEE**

ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Will contractor be paying for permits? I saw somewhere that said, "at no charge" and another place said "at contractors expense"

A1. The City will not charge for City permits, but it will be the responsibility of the Contractor/Plumber to pay for all other permits.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

January 15, 2026

ADDENDUM NO. THREE (3) CITY OF OCOEE

This addendum shall modify and become a part of the original ITB Documents for ITB #26-003. This addendum consists of seven (7) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. What specific licenses are required? Is a State of FL Underground Utility & Excavation License acceptable?

A1. The bidder must hold the proper regulated State of FL contractor's license to perform the scope of work stated in the ITB #26-003 bid documents which includes pulling all required permits.

Q2. Is there a map of the septic tanks?

A2. Please see attached map.

2. Revised Section 00020: Invitation To Bid

- **The revised Section 00020 will be attached to this addendum.**

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Revised Section 00020: Invitation To Bid

Map with Marked Septic Tanks

SECTION 00020

INVITATION TO BID

ITB #26-003 City of Ocoee Downtown
Septic to Sewer Connections Project

The City of Ocoee, Florida (“City”, “Owner”) is soliciting sealed Bids for the Project **ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project**.

Description of Work: The City of Ocoee, Florida (the “City”, “Owner”) is soliciting sealed Bids for following project: **ITB #26-003 City of Ocoee Downtown Septic to Sewer Connections Project**. The Project is one of the City’s Utilities Projects State Grant Funded through Florida Department of Environmental Protection’s (FDEP) Spring Restoration Grant Funds . Sealed bids for **ITB #26-003** will be received by qualified persons, firms, corporations or agencies submitting a bid for the work proposed, hereinafter called “Bidder”, “Respondent”, “Contractor”, “Offeror”.

The proposed Contract will be for all labor, supervision, materials, equipment, supplies and incidentals for the Abandonment of Septic Tanks and Connection to City Sewer, as listed under the “Scope of Work/Bid Form” section of this Invitation to Bid.

- A. The installation of 6-inch PVC gravity sanitary sewer service lines servicing approximately 10 properties, the installation of 4-inch PVC gravity sanitary sewer service lines servicing approximately 23 properties, the installation of 2-inch poly force main sanitary sewer lines servicing approximately 6 properties, and the abandonment of approximately 43 septic systems. Additionally, the work includes acquiring all necessary permits, coordinating with other utility providers, connections to existing sanitary sewer cleanouts and restoration required to bring work area to its original condition. The project will be completed in accordance with all Florida Department of Environmental Protection (FDEP) grant funding requirements.
- B. All work shall follow the City of Ocoee Engineering Standards Manual, the Florida Department of Health guidelines and codes, and the Florida Building Code. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the property.
- C. The project will involve connecting individual properties to the City sewer system through separate notices to proceed. As a result, each property’s connection will be scheduled individually, requiring separate mobilizations and demobilizations. The City will coordinate with the contractor on a start date for the notice to proceed for each property, including a specified final completion date for the connection work.

- D. Bidder to furnish all labor, materials, equipment and incidentals required for the complete abandonment of OSTDS, connection to central sewer and restoration. As the project will occur over multiple years, bidder to account for potential changes in price of material, equipment and labor.

The City is ONLY accepting electronic solicitation responses online through the City's Euna Procurement platform, formerly known as Bonfire at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically through the Euna Procurement platform, formerly known as Bonfire. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. It is suggested that prospective bidders register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should a Bidder need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

Bid Submission Deadline: Bids will only be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on January 20, 2026.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline. It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

Deadline for Receipt of Questions: The City will receive questions regarding this ITB only through written inquires directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoee.org OR through the questions and answer section of the project file on Bonfire until **January 13, 2026 at 2:00 p.m., local time**. Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on a Thursday, January 8, 2026**, at the City of Ocoee Commissions Chambers, 1 N. Bluford Ave, Ocoee, FL 34761.

Bid Bond: A certified check or bid bond shall accompany each Bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price, and shall be made payable to the City of Ocoee as a guarantee that the Bidder will not withdraw for a period of ninety (90) days after bid closing time. A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Alexis Chentouf, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive.

Convicted Vendor List (Public Entity Crime). 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 Bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2)(a), Florida Statutes.]

Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

END OF SECTION

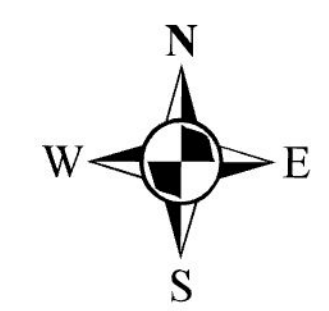


Bluford Ave Sewer Service Locations

- Legend**
- Sewer Service Status**
- Septic Residential to Connect
 - Septic Commercial to Connect
 - Connected to Sewer
 - Vacant
 - Property may require force main pumping system*
 - x Septic Tank Locations*

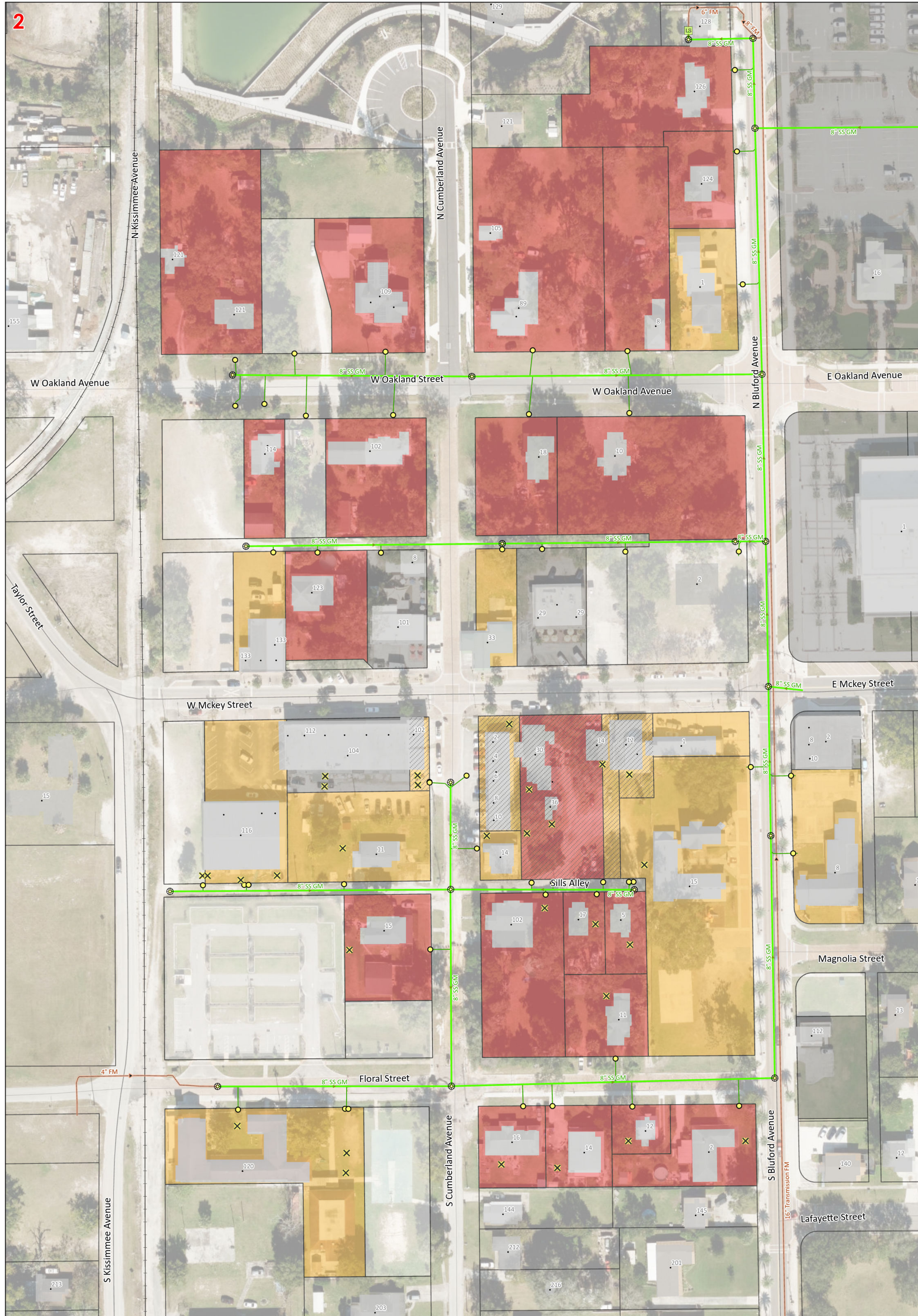
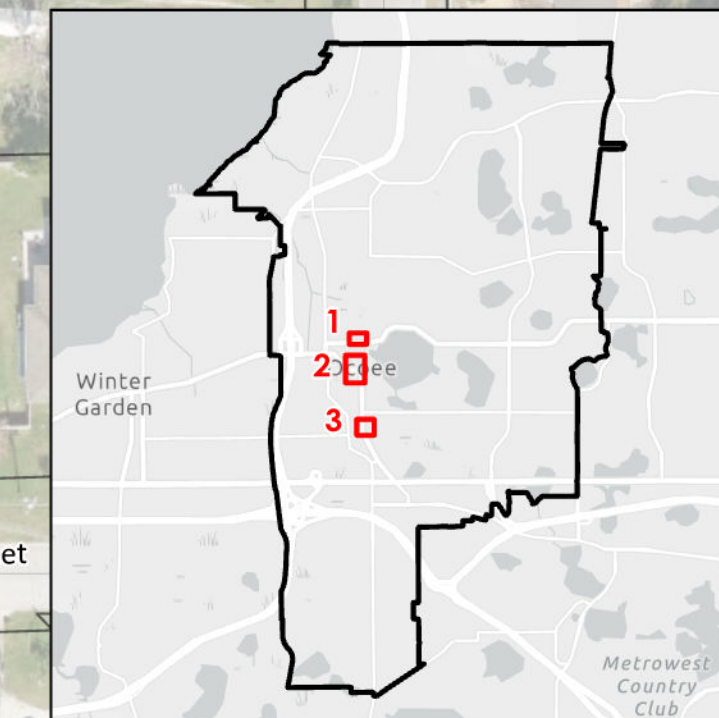
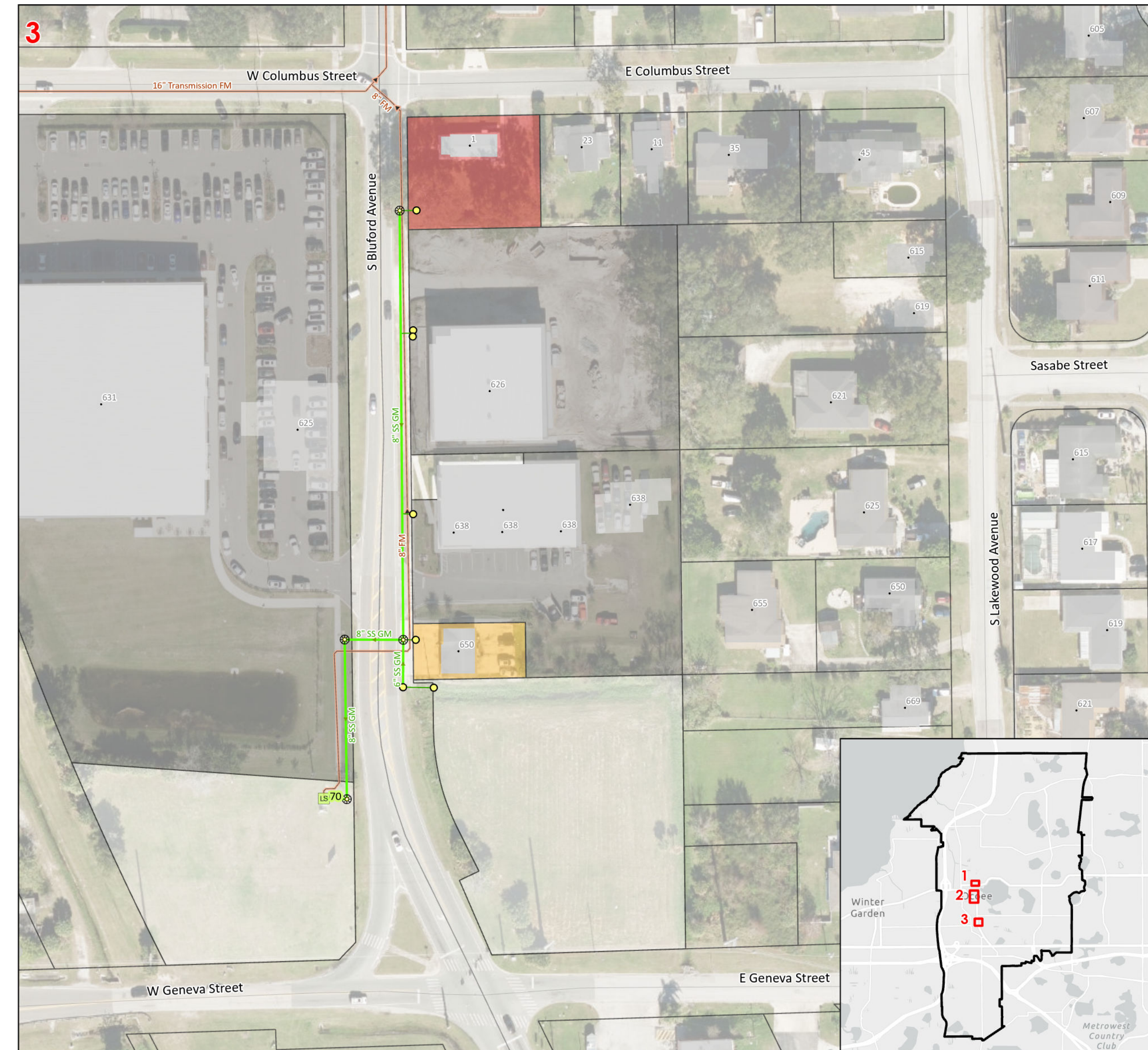
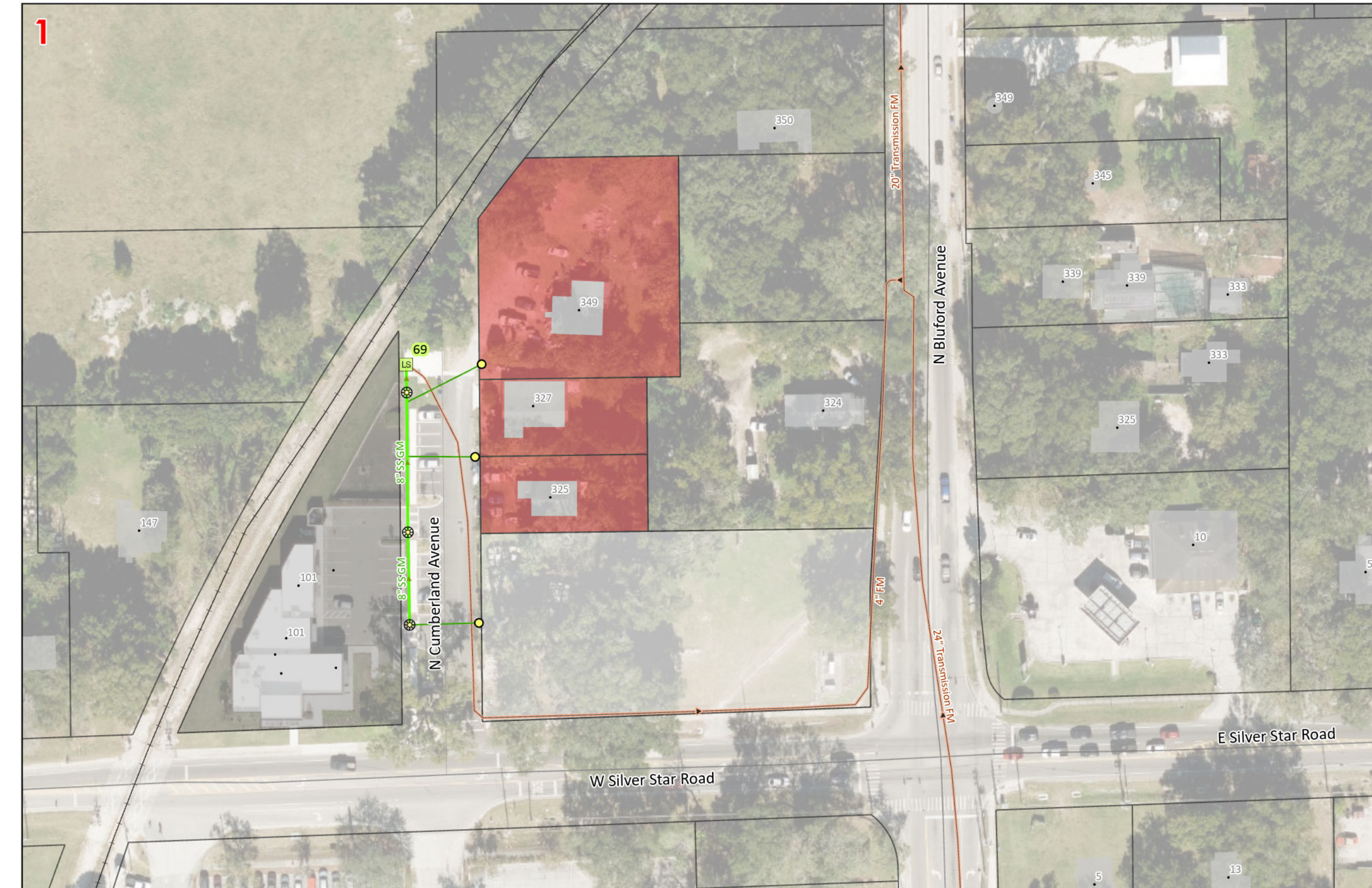
- Sanitary Sewer Features**
- Ocoee Lift Station
 - Private Lift Station
 - Manhole
 - Sewer Cleanout
 - Sewer Gravity Main
 - Sewer Force Main Line
 - Sewer Lateral Line

* Septic locations and pumping requirements are estimated using best available information. Conditions will require field verification.



Date Printed:
1/8/2026

When printed on 22x34 paper
1 inch equals 75 feet





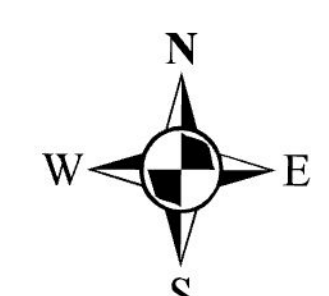
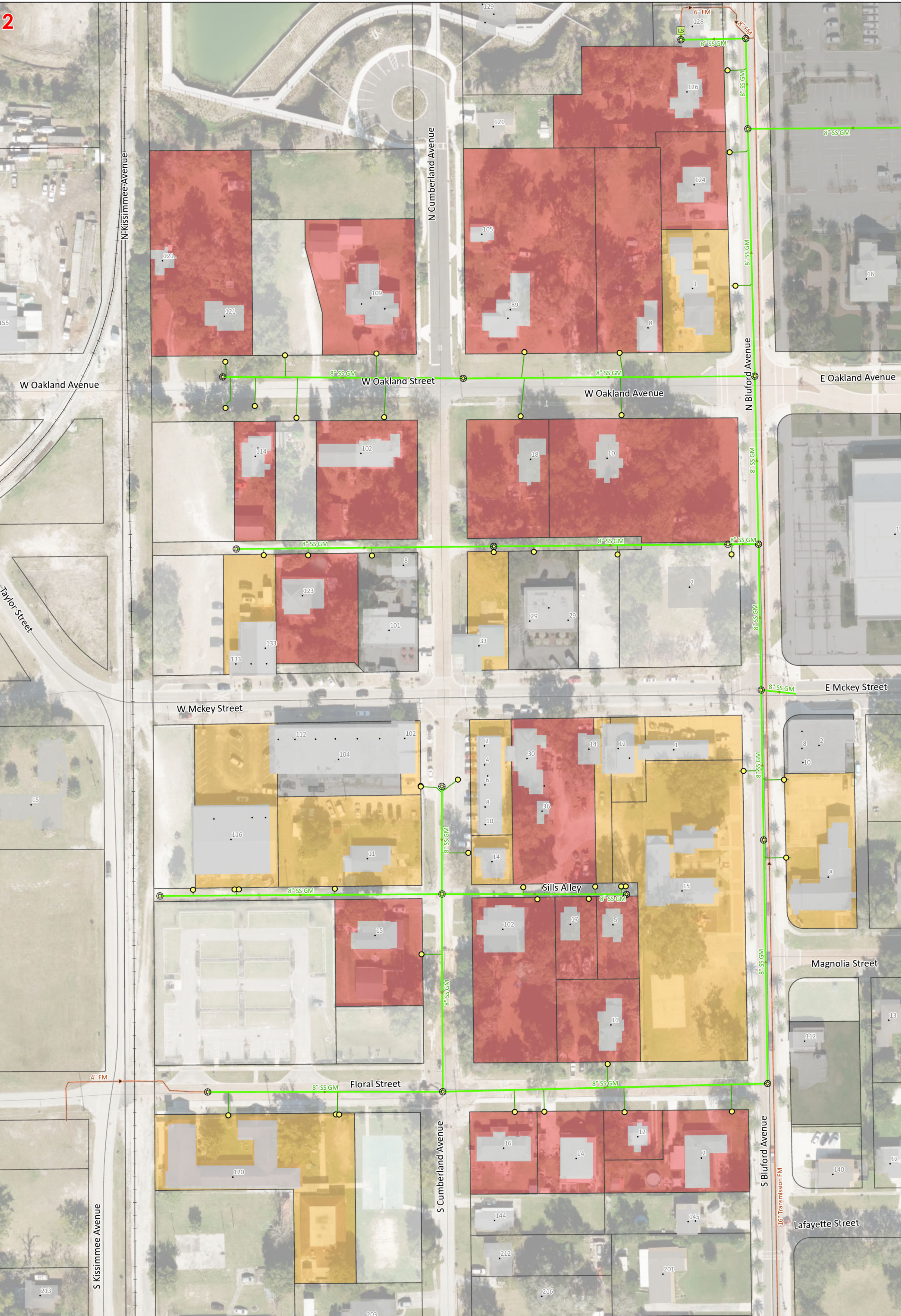
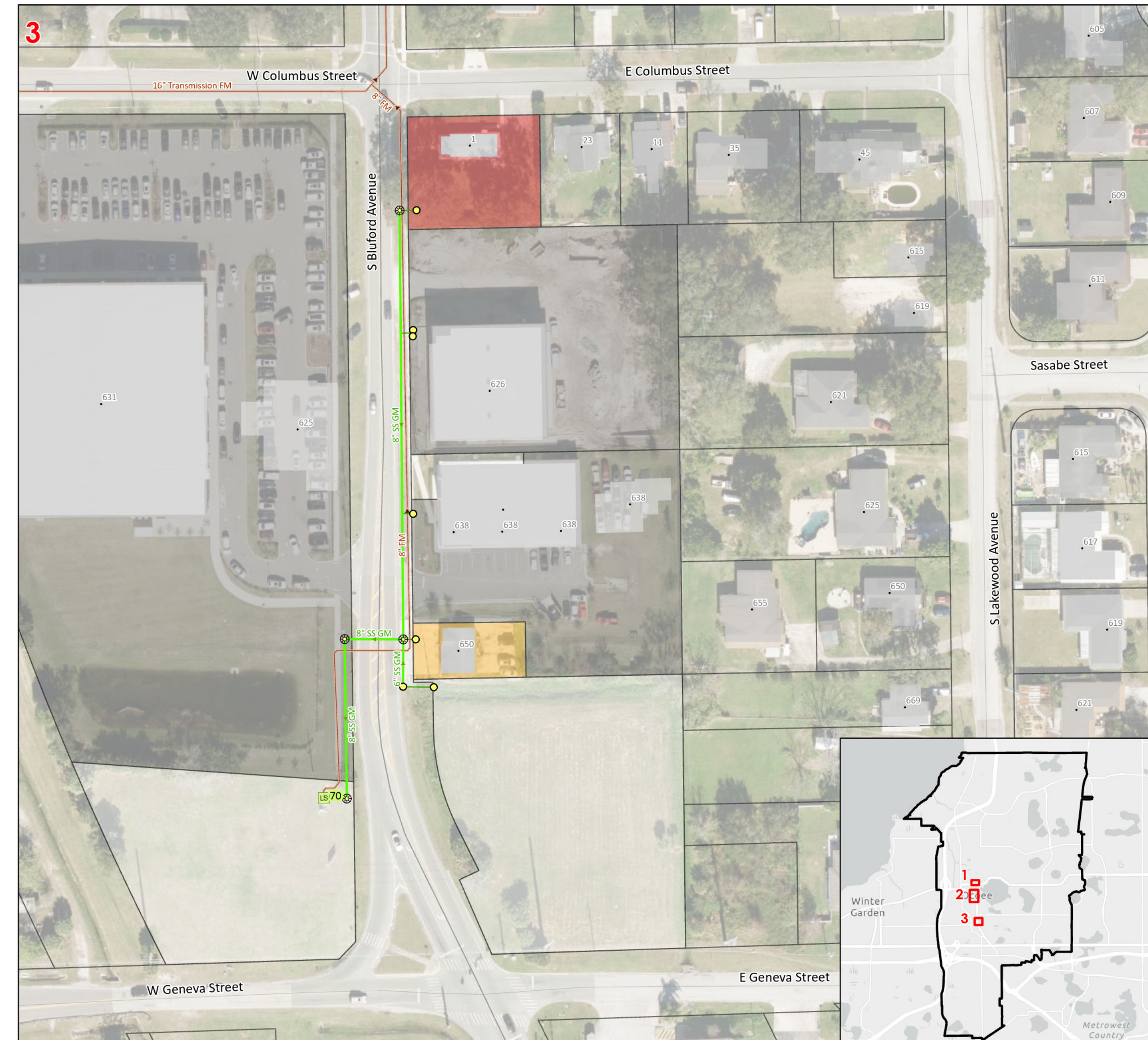
Bluford Ave Sewer Service Locations

Legend

- Sewer Service Status
- Septic Residential to Connect
 - Septic Commercial to Connect
 - Connected to Sewer
 - Vacant

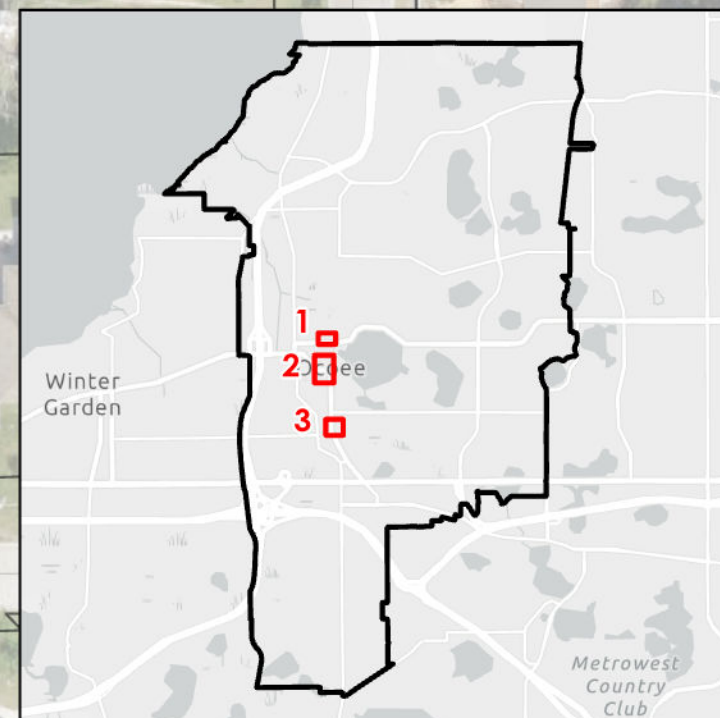
Sanitary Sewer Features

- Ocoee Lift Station
- Private Lift Station
- Manhole
- Sewer Cleanout
- Sewer Gravity Main
- Sewer Force Main Line
- Sewer Lateral Line



Date Printed:
10/8/2025

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1 inch equals 75 feet





STAFF REPORT

Meeting Date: February 17, 2026

Item #: 7

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval to Contract with Genuine Parts Company, Doing Business as NAPA and Assigned to Glenn Joiner & Son, Inc., Providing On-Site Management of the Fleet Parts Supply. (Public Works Director Krüg)

Background Summary: Since 2013, the Commission has approved contracting with Genuine Parts Company, doing business as NAPA, and assigned to Glenn Joiner & Son, Inc., to provide on-site management of the Fleet Division parts supply through the City's membership in the purchasing cooperative, Sourcewell. Sourcewell has awarded a new contract to Genuine Parts Company (NAPA) which offers the same benefits to the City as the previous contracts.

Public Works constantly investigates ways for the Fleet Division to reduce costs and improve the in-service rate for City vehicles and equipment. Public Works has found contracting out the management of the parts room continues to allow the Fleet Division to meet the goals of managing our parts inventory, reducing budget and improving productivity. The Finance Department also engaged the services of MSL CPA's & Advisors to perform an operational audit of the Fleet Division relating to parts supply through the NAPA contract for the 2022-2023 fiscal year. MSL made minor operational improvement recommendations which have been implemented, with the general summary of the audit concluding, "the NAPA pricing appears to result in a net savings to the City". To date, the on-site store arrangement has benefited the City through:

- Parts purchased at bulk prices through purchasing power of the larger company, NAPA.
- Inventory investment is reduced as we do not pre-pay to stock frequently used parts.
- Accounting transaction costs are reduced by cutting down on the number of suppliers, invoices, purchase orders, accounts payable and returns.
- On-site store staff are employees of NAPA, not City.
- Productivity is increased and vehicle downtime reduced because mechanics are working instead of waiting on parts.
- Parts do not leave the parts room without being accounted for.
- City does not have to worry about obsolete inventory.
- Defect credits and core credits are issued immediately.
- Fleet Team focuses on maintaining the City fleet, not procuring parts and other products.

Based on the fiscal year history, NAPA provides 60 to 70% of the parts used by the City at an average value of approximately \$475,000 annually. NAPA also provides approximately 5.5% of the fuel and lubricants used at an average annual value of \$20,000.

Public Works recommends executing the new contract with NAPA and Glenn Joiner & Sons, Inc. to provide parts management for the City.

Issue:

Should the Honorable Mayor and City Commission approve the new contract with Glenn Joiner & Son to provide on-site management of the Fleet Division's parts supply?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the integrated supply agreement with Genuine Parts Company dba NAPA to provide on-site management of the Fleet Division parts supply through the Sourcewell purchasing cooperative Contract Number 090624-GPC and for the Mayor and City Staff to execute the agreement and for the City Manager and Staff to execute change orders to the contract in accordance with the Purchasing Manual.

Attachments:

1. Pricing Sheet
2. Contract
3. Integrated Parts Supply Contract NAPA 2026

Financial Impacts:

The parts are adequately funded in the Division budgets under the vehicle parts & repairs expense account.

Type of Item: Consent

Sourcewell Pricing for NAPA IBS Contract #090624-GPC

Sourcewell members that elect to use the Sourcewell NAPA IBS #090624-GPC Contract have four options for pricing models based on our on-site vendor managed inventory model.

1. Sourcewell Member Pricing Option 1: No Markup Goods Pricing/Management Fee

- Goods are sold to Participating Entity at no markup over NAPA's acquisition cost
- Operating expenses are billed to Participating Entity
- Separate management fee charged to attain a 10% return for NAPA on the sale price of goods

2. Sourcewell Member Pricing Option 2: Not-to-Exceed 10% Margin Model

- Goods are sold to Participating Entity at a 10% gross margin over NAPA's acquisition cost
- Operating expenses are billed to Participating Entity
- NAPA's return is built into the price of the part so no separate management fee is billed

3. Sourcewell Member Pricing Option 3: Not-to-Exceed Pricing Profile 9074 / 25% Margin Model

- NAPA branded goods are sold to Participating Entity on NAPA Pricing Profile 9074 (details available upon request)
- Non-NAPA sourced goods are sold to Participating Entity at a 25% gross margin over NAPA's acquisition cost
- All Operating Expenses are paid by NAPA and not billed to Participating Entity
- All cost and return are included in the price of the part, so Participating Entity only receives one consolidated statement

4. Sourcewell Member Pricing Option 4: Not-to-Exceed 11% Markup Model

- Similar to pricing option 2a, but goods are sold to Participating Entity at an 11% markup over NAPA's acquisition cost (as opposed to gross margin)
- Operating expenses are billed to Participating Entity
- NAPA's return is built into the price of the part so no separate management fee is billed



PRICING OPTION #1 (No Markup Goods Pricing/Management Fee). Genuine Parts Company (“NAPA”) shall bill Participating Entity for the following categories: (a) products (the “Products”), (b) Third Party Services, (c) Operational Expenses (as defined below), and (d) the Management Fee (as defined below). These categories and the pricing for such categories are further defined as follows and in the Pricing Plan Summary below:

- (a) **Product Price.** The pricing of NAPA Products shall be Current NAPA Jobber Acquisition Cost, which means NAPA’s current gold price as set forth on NAPA’s Confidential Jobber Cost and Suggested Resales price list. The pricing of Non-NAPA Products shall be NAPA’s current product acquisition cost.
- (b) **Third Party Services Price.** Third Party Services are those services not traditionally performed by NAPA but requested by Participating Entity, such as windshield repair, towing etc., and Participating Entity shall pay NAPA’s cost for any Third Party Services.
- (c) **Operational Expenses.** Participating Entity shall reimburse NAPA for any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. NAPA shall provide an expense statement of the parts operations to the Participating Entity on approximately the _____ of each month for each On Site Store. An example of an expense statement reflecting such costs and expenses is attached hereto as Exhibit. Participating Entity acknowledges and agrees that the costs and expenses reflected on the expense statement set forth on Exhibit are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). Participating Entity acknowledges that in order to achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement in order to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit (“Corporate Allocation Expenses”) which are calculated as a percentage of



total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement.

- (d) **Management Fee.** Participating Entity shall pay a Management Fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month. For purposes hereof, “Total Monthly Net Sales” means the total dollar amount of all Products (both NAPA and Non-NAPA) and Third Party Services sold to the Participating Entity during the preceding month, less purchase returns.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to Participating Entity at the Current NAPA Jobber Acquisition Cost
Non-NAPA Product Price	Billed to Participating Entity at NAPA’s current product acquisition cost
Third Party Services Price	Billed to Participating Entity at NAPA’s cost
Operational Expenses	Billed to Participating Entity in accordance with Section (c) above.
Management Fee	Ten percent (10%) of Total Monthly Net Sales, billed in accordance with Section (d) above.

PRICING OPTION # 2 (Not-to-Exceed 10% Margin Model). NAPA shall bill Participating Entity for the following categories: (a) Products, (b) Third Party Services, and (c) Operational Expenses (as defined below). These categories and the pricing for such categories are further defined as follows and in the Pricing Plan Summary below:

- (a) **Product Price.** The pricing of NAPA Products shall be Current NAPA Jobber Acquisition Cost, which means NAPA’s current gold price as set forth on NAPA’s Confidential Jobber Cost and Suggested Resales price list, plus a ten percent (10%) gross profit, which shall be calculated pursuant to the formula set forth in the Pricing Plan Summary set forth below. The pricing of Non-NAPA Products shall be NAPA’s current product acquisition cost plus a ten percent (10%) gross profit, which shall be calculated pursuant to the formula set forth in the Pricing Plan Summary set forth below.
- (b) **Third Party Services Price.** Third Party Services are those services not traditionally performed by NAPA but requested by Participating Entity, such as windshield repair, towing etc., and Participating Entity shall pay NAPA’s cost plus a ten percent (10%) gross profit, which shall be calculated pursuant to



the formula set forth in the Pricing Plan Summary set forth below, for any Third Party Services.

- (c) **Operational Expenses.** Participating Entity shall reimburse NAPA for any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. NAPA shall provide an expense statement of the parts operations to the Participating Entity on approximately the _____ of each month for each On Site Store. An example of an expense statement reflecting such costs and expenses is attached hereto as Exhibit. Participating Entity acknowledges and agrees that the costs and expenses reflected on the expense statement set forth on Exhibit are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). Participating Entity acknowledges that in order to achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement in order to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement.

PRICING PLAN SUMMARY

<p>NAPA Product Price</p>	<p>Billed to Participating Entity at the Current NAPA Jobber Acquisition Cost plus a ten percent (10%) gross profit. The formula for NAPA Product Price for Participating Entity is the Current NAPA Jobber Acquisition Cost divided by .90. This formula will achieve the gross profit rate set forth above.</p> <p>Example: Current NAPA Jobber Acquisition Cost is \$1.00. Participating Entity’s price would be $\\$1.00 / .90 = \\1.11</p>
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Non-NAPA Product Price	<p>Billed to Participating Entity at NAPA's current product acquisition cost plus a ten percent (10%) gross profit. The formula for Non-NAPA Product Price for Participating Entity is NAPA's current product acquisition cost divided by .90. This formula will achieve the gross profit rate set forth above.</p> <p>Example: NAPA's current product acquisition cost is \$1.00. Participating Entity's price would be $\\$1.00/.90=\\1.11</p>
Third Party Services Price	<p>Billed to Participating Entity at NAPA's cost plus a ten percent (10%) gross profit. The formula for Third Party Services for Participating Entity is NAPA's cost divided by .90. This formula will achieve the gross profit rate set forth above.</p> <p>Example: NAPA's cost is \$1.00. Participating Entity's price would be $\\$1.00/.90=\\1.11</p>
Operational Expenses	Billed to Participating Entity in accordance with Section (c) above.

PRICING OPTION # 3 (Not-to-Exceed Pricing Profile 9074/25% Margin Model). NAPA shall bill Participating Entity for the following categories: (a) Products and (b) Third Party Services. NAPA shall pay the Operational Expenses (as defined below) associated with the operation of the on site store. NAPA shall thereafter invoice or refund to Participating Entity such amount as is required for NAPA to achieve a ten percent (10%) Net Profit Guarantee as set forth in section (d) below. These categories and the pricing for such categories are further defined as follows and in the Pricing Plan Summary below:

- (a) **Product Price.** The pricing of NAPA Products shall be based on NAPA's 9074 NAPA Pricing Profile. The pricing of Non-NAPA Products shall be NAPA's current product acquisition cost plus a twenty-five percent (25%) gross profit, which shall be calculated pursuant to the formula set forth in the Pricing Plan Summary set forth below.
- (b) **Third Party Services Price.** Third Party Services are those services not traditionally performed by NAPA but requested by Participating Entity, such as windshield repair, towing etc., and Participating Entity shall pay NAPA's cost plus a twenty-five percent (25%) gross profit, which shall be calculated pursuant to the formula set forth in the Pricing Plan Summary set forth below, for any Third Party Services.
- (c) **Operational Expenses.** NAPA shall pay any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to



NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. NAPA shall provide an expense statement of the parts operations to the Participating Entity on approximately the _____ of each month for each On Site Store. An example of an expense statement reflecting such costs and expenses is attached hereto as Exhibit_. Participating Entity acknowledges and agrees that the costs and expenses reflected on the expense statement set forth on Exhibit_ are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). Participating Entity acknowledges that in order to achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement in order to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit_ (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement.

- (d) **Net Profit Guarantee.** Sales of Products at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month-by-month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to Participating Entity, via a refund check, the overage. Conversely, if NAPA’s net profit for the preceding month is less than ten percent (10%), NAPA will bill Participating Entity for the deficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to Participating Entity based upon NAPA’s 9074 NAPA Pricing Profile
Non-NAPA Product Price	Billed to Participating Entity at NAPA’s current product acquisition cost plus a twenty-five percent (25%) gross profit. The formula for Non-NAPA Product Price for Participating Entity is NAPA’s current product



Third Party Services Price	<p>acquisition cost divided by .75. This formula will achieve the gross profit rate set forth above.</p> <p>Example: NAPA's current product acquisition cost is \$1.00. Participating Entity's price would be $\\$1.00 / .75 = \\1.33</p> <p>Billed to Participating Entity at NAPA's cost plus a twenty-five percent (25%) gross profit. The formula for Third Party Services for Participating Entity is NAPA's cost divided by .75. This formula will achieve the gross profit rate set forth above.</p> <p>Example: NAPA's cost is \$1.00. Participating Entity's price would be $\\$1.00 / .75 = \\1.33</p>
Operational Expenses	Paid by NAPA in accordance with Section (c) above.
Net Profit Guarantee	Amounts will be refunded or charged based on the failure or achievement of an overall ten percent (10%) net profit for the previous month as detailed above.

PRICING OPTION # 4 (Not-to-Exceed 11% Markup Model). NAPA shall bill Participating Entity for the following categories: (a) Products, (b) Third Party Services, and (c) Operational Expenses (as defined below). These categories and the pricing for such categories are further defined as follows and in the Pricing Plan Summary below:

- (a) **Product Price.** The pricing of NAPA Products shall be Current NAPA Jobber Acquisition Cost, which means NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list, plus an eleven percent (11%) markup. The pricing of Non-NAPA Products shall be NAPA's current product acquisition cost plus an eleven percent (11%) markup.
- (b) **Third Party Services Price.** Third Party Services are those services not traditionally performed by NAPA but requested by Participating Entity, such as windshield repair, towing etc., and Participating Entity shall pay NAPA's cost plus an eleven percent (11%) markup for any Third Party Services.
- (c) **Operational Expenses.** Participating Entity shall reimburse NAPA for any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general



liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. NAPA shall provide an expense statement of the parts operations to the Participating Entity on approximately the _____ of each month for each On Site Store. An example of an expense statement reflecting such costs and expenses is attached hereto as Exhibit. Participating Entity acknowledges and agrees that the costs and expenses reflected on the expense statement set forth on Exhibit are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). Participating Entity acknowledges that in order to achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement in order to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement.

PRICING PLAN SUMMARY

NAPA Product Price	<p>Billed to Participating Entity at the Current NAPA Jobber Acquisition Cost plus an eleven percent (11%) markup. The formula for NAPA Product Price for Participating Entity is the Current NAPA Jobber Acquisition Cost multiplied by 1.11.</p> <p>Example: Current NAPA Jobber Acquisition Cost is \$1.00. Participating Entity’s price would be $\\$1.00 \times 1.11 = \\1.11</p>
Non-NAPA Product Price	<p>Billed to Participating Entity at NAPA’s current product acquisition cost plus an eleven percent (11%) markup. The formula for Non-NAPA Product Price for Participating Entity is NAPA’s current product acquisition cost multiplied by 1.11.</p> <p>Example: NAPA’s current product acquisition cost is \$1.00. Participating Entity’s price would be $\\$1.00 \times 1.11 = \\1.11</p>
Third Party Services Price	<p>Billed to Participating Entity at NAPA’s cost plus an eleven percent (11%) markup. The formula for Third Party Services for Participating Entity is NAPA’s cost multiplied by 1.11.</p>



	Example: NAPA's cost is \$1.00. Participating Entity's price would be $\$1.00 \times 1.11 = \1.11
Operational Expenses	Billed to Participating Entity in accordance with Section (c) above.



**MASTER AGREEMENT # 090624****CATEGORY: Vendor Managed Inventory Logistics Management Solutions for Fleets and Facilities****SUPPLIER: Genuine Parts Company dba NAPA Integrated Business Solutions**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Integrated Business Solutions, a Georgia Corporation, located at 2999 Wildwood Parkway, Atlanta, GA 30339 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 3, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #090624 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities, including, but not to be limited to:
 - a. Vendor Managed Inventory solutions, such as:
 - i. Parts, fluids, equipment, and supplies for vehicle, truck, fleet, and warehouse operations;
 - ii. On and off-site storage, service, and parts room operation, management, and staffing;
 - iii. Performance reporting, and data and technology analysis;
 - iv. Fleet and facility software integration and data exchange;
 - v. Emergency response services;
 - vi. Parts replacement and warranty management;
 - vii. National distribution system services;
 - viii. Stock and non-stock parts sourcing of original equipment and aftermarket parts, fluids, equipment, and supplies; and,
 - ix. Parts research, acquisition, and delivery.
 - b. Logistics Management Solutions, such as:
 - i. Warehouse management services;
 - ii. Warehouse and transportation coordination for in and outbound supplies;
 - iii. Shipment optimization;
 - iv. Freight management;
 - v. Load scheduling and delivery confirmation;
 - vi. Customs management for international shipments;
 - vii. Coordination of just-in-time replenishment of parts; and,
 - viii. Web-based solutions and knowledge-based professional services.
 - c. Training, consultative, and administrative or technical support services related to the delivery of the solutions offered under Section 1. a. or b. above
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement . An example of Supplier pricing is attached as Exhibit A.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all of its products and services within the Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances. All parts or products sold by Supplier to Participating Entities are subject to the terms of written warranties provided by the manufacturer, and Supplier shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the parts or products supplied to the Participating Entity pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements

including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when (i) a Participating Entity accesses Supplier’s Included Solutions with United States federal funds and (ii) Supplier has provided its prior written consent.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all

Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional

materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services

Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier to the extent of Supplier’s indemnification obligations. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds to the extent of Supplier indemnification obligations.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days’ written notice to the other Party. Termination pursuant to this section will not relieve the Supplier’s obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier’s obligations under this Agreement

for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities¹

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping and delivery for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, and remedies as mutually agreed include notice requirements and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. An example of Supplier's standard template Participating Addendum is attached hereto as Exhibit B. . Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity and agreed to by Supplier in writing. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity and mutually agreed upon in writing. A sample standard template of Participating Addendum that Supplier and Participating Entity may utilize is attached hereto as Exhibit B.

Sourcewell

Genuine Parts Company dba NAPA
Integrated Business Solutions

Signed by:

Jeremy Schwartz

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/26/2024 | 10:16 AM CST

DocuSigned by:

Bret Robyck

A34FEA2A641D422...

By: _____

Bret Robyck

Title: Senior Vice President, Commercial Sales

Date: 12/26/2024 | 10:04 AM CST

EXHIBIT ASAMPLE PRICINGSOURCEWELL PRICING FOR NAPA IBS CONTRACT # _____

SOURCEWELL MEMBERS THAT ELECT TO USE THE SOURCEWELL NAPA IBS # _____ CONTRACT HAVE FOUR OPTIONS FOR PRICING MODELS BASED ON OUR ON-SITE VENDOR MANAGED INVENTORY MODEL.

1. SOURCEWELL MEMBER PRICING OPTION 1: NO MARKUP GOODS PRICING/MANAGEMENT FEE

- GOODS ARE SOLD TO PARTICIPATING ENTITY AT NO MARKUP OVER NAPA'S ACQUISITION COST
- OPERATING EXPENSES ARE BILLED TO PARTICIPATING ENTITY
- SEPARATE MANAGEMENT FEE CHARGED TO ATTAIN A 10% RETURN FOR NAPA ON THE SALE PRICE OF GOODS

2. SOURCEWELL MEMBER PRICING OPTION 2: NOT-TO-EXCEED 10% MARGIN MODEL

- GOODS ARE SOLD TO PARTICIPATING ENTITY AT A 10% GROSS MARGIN OVER NAPA'S ACQUISITION COST
- OPERATING EXPENSES ARE BILLED TO PARTICIPATING ENTITY
- NAPA'S RETURN IS BUILT INTO THE PRICE OF THE PART SO NO SEPARATE MANAGEMENT FEE IS BILLED

3. SOURCEWELL MEMBER PRICING OPTION 3: NOT-TO-EXCEED PRICING PROFILE 9074 / 25% MARGIN MODEL

- NAPA BRANDED GOODS ARE SOLD TO PARTICIPATING ENTITY ON NAPA PRICING PROFILE 9074 (DETAILS AVAILABLE UPON REQUEST)
- NON-NAPA SOURCED GOODS ARE SOLD TO PARTICIPATING ENTITY AT A 25% GROSS MARGIN OVER NAPA'S ACQUISITION COST
- ALL OPERATING EXPENSES ARE PAID BY NAPA AND NOT BILLED TO PARTICIPATING ENTITY
- ALL COST AND RETURN ARE INCLUDED IN THE PRICE OF THE PART, SO PARTICIPATING ENTITY ONLY RECEIVES ONE CONSOLIDATED STATEMENT

4. SOURCEWELL MEMBER PRICING OPTION 4: NOT-TO-EXCEED 11% MARKUP MODEL

- SIMILAR TO PRICING OPTION 2A, BUT GOODS ARE SOLD TO PARTICIPATING ENTITY AT AN 11% MARKUP OVER NAPA'S ACQUISITION COST (AS OPPOSED TO GROSS MARGIN)
- OPERATING EXPENSES ARE BILLED TO PARTICIPATING ENTITY
- NAPA'S RETURN IS BUILT INTO THE PRICE OF THE PART SO NO SEPARATE MANAGEMENT FEE IS BILLED

PRICING OPTION #1 (NO MARKUP GOODS PRICING/MANAGEMENT FEE). GENUINE PARTS COMPANY ("NAPA") SHALL BILL PARTICIPATING ENTITY FOR THE FOLLOWING CATEGORIES: (A) PRODUCTS (THE "PRODUCTS"), (B) THIRD PARTY SERVICES, (C) OPERATIONAL EXPENSES (AS DEFINED BELOW), AND (D) THE MANAGEMENT FEE (AS DEFINED BELOW). THESE CATEGORIES AND THE PRICING FOR SUCH CATEGORIES ARE FURTHER DEFINED AS FOLLOWS AND IN THE PRICING PLAN SUMMARY BELOW:

(A) *PRODUCT PRICE.* THE PRICING OF NAPA PRODUCTS SHALL BE CURRENT NAPA JOBBER ACQUISITION COST, WHICH MEANS NAPA'S CURRENT GOLD PRICE AS SET FORTH ON NAPA'S CONFIDENTIAL JOBBER COST AND SUGGESTED RESALES PRICE LIST. THE PRICING OF NON-NAPA PRODUCTS SHALL BE NAPA'S CURRENT PRODUCT ACQUISITION COST.

(B) *THIRD PARTY SERVICES PRICE.* THIRD PARTY SERVICES ARE THOSE SERVICES NOT TRADITIONALLY PERFORMED BY NAPA BUT REQUESTED BY PARTICIPATING ENTITY, SUCH AS WINDSHIELD REPAIR, TOWING ETC., AND PARTICIPATING ENTITY SHALL PAY NAPA'S COST FOR ANY THIRD PARTY SERVICES.

(C) *OPERATIONAL EXPENSES.* PARTICIPATING ENTITY SHALL REIMBURSE NAPA FOR ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE(S), INCLUDING, BUT NOT LIMITED TO, VEHICLE GAS AND MAINTENANCE COSTS, SALARY AND BENEFITS PAYABLE TO NAPA EMPLOYEES AT THE ON SITE STORE(S), WORKER'S COMPENSATION BENEFITS AND INSURANCE, UNEMPLOYMENT INSURANCE, PERSONAL PROPERTY INSURANCE FOR THE ON SITE STORE(S) AND INVENTORY, ANY DEDUCTIBLE FOR LOSSES COVERED UNDER THE PERSONAL PROPERTY, AUTOMOBILE LIABILITY, OR GENERAL LIABILITY INSURANCE POLICIES OF NAPA, ALL EQUIPMENT SUPPLIED BY NAPA, CORPORATE ALLOCATION EXPENSES (AS DEFINED BELOW), INVENTORY INVESTMENT EXPENSE, OBSOLESCENCE EXPENSE, PENSION FUNDING COSTS, ACCOUNTING FEES, GENERAL OFFICE EXPENSES, AND SHARED SERVICE EXPENSES. NAPA SHALL PROVIDE AN EXPENSE STATEMENT OF THE PARTS OPERATIONS TO THE PARTICIPATING ENTITY ON APPROXIMATELY THE _____ OF EACH MONTH FOR EACH ON SITE STORE. AN EXAMPLE OF AN EXPENSE STATEMENT REFLECTING SUCH COSTS AND EXPENSES IS ATTACHED HERETO AS EXHIBIT _____. PARTICIPATING ENTITY ACKNOWLEDGES AND AGREES THAT THE COSTS AND EXPENSES REFLECTED ON THE EXPENSE STATEMENT SET FORTH ON EXHIBIT _____ ARE SUBJECT TO CHANGE BASED ON ACTUAL MONTHLY COSTS, EXPENSES OR CORPORATE ALLOCATION EXPENSES INCURRED RELATIVE TO THE OPERATION OF THE ON SITE STORE(S). PARTICIPATING ENTITY ACKNOWLEDGES THAT IN ORDER TO ACHIEVE ECONOMIES OF SCALE, NAPA UTILIZES CERTAIN HEADQUARTER AND CORPORATE PERSONNEL TO ASSIST IN THE PERFORMANCE OF THIS AGREEMENT IN ORDER TO HAVE FEWER EMPLOYEES PERFORMING ROUTINE GENERAL ADMINISTRATIVE TASKS SUCH AS PAPER WORK AND FILING AT THE ON SITE STORE(S), ALLOWING NAPA COUNTER PERSONNEL TO FOCUS MORE ATTENTION ON SERVING THE ON-SITE STORE OPERATIONS, AND MAXIMIZING ON-SITE COST EFFICIENCY. AS A RESULT, EACH ON SITE STORE LOCATION IS CHARGED CERTAIN CORPORATE ALLOCATION EXPENSES FOR VARIOUS LINE ITEMS SHOWN ON EXHIBIT _____ ("*CORPORATE ALLOCATION EXPENSES*") WHICH ARE CALCULATED AS A PERCENTAGE OF TOTAL PRODUCT SALES FOR EACH MONTH. AS SUCH, THERE IS NOT A SUPPORTIVE INVOICE FOR SUCH EXPENSES OTHER THAN A MONTHLY ALLOCATION RATE STATEMENT.

(D) *MANAGEMENT FEE.* PARTICIPATING ENTITY SHALL PAY A MANAGEMENT FEE EQUAL TO TEN PERCENT (10%) OF THE TOTAL MONTHLY NET SALES (AS DEFINED BELOW) DURING THE PRECEDING MONTH. FOR PURPOSES HEREOF, "TOTAL MONTHLY NET SALES" MEANS THE TOTAL DOLLAR AMOUNT OF ALL PRODUCTS (BOTH NAPA AND NON-NAPA) AND THIRD PARTY SERVICES SOLD TO THE PARTICIPATING ENTITY DURING THE PRECEDING MONTH, LESS PURCHASE RETURNS.

PRICING PLAN SUMMARY

<p><u>NAPA PRODUCT PRICE</u></p> <p><u>NON-NAPA PRODUCT PRICE</u></p> <p><u>THIRD PARTY SERVICES PRICE</u></p>	<p><u>BILLED TO PARTICIPATING ENTITY AT THE CURRENT NAPA JOBBER ACQUISITION COST</u></p> <p><u>BILLED TO PARTICIPATING ENTITY AT NAPA’S CURRENT PRODUCT ACQUISITION COST</u></p> <p><u>BILLED TO PARTICIPATING ENTITY AT NAPA’S COST</u></p>
<p><u>OPERATIONAL EXPENSES</u></p>	<p><u>BILLED TO PARTICIPATING ENTITY IN ACCORDANCE WITH SECTION (C) ABOVE.</u></p>
<p><u>MANAGEMENT FEE</u></p>	<p><u>TEN PERCENT (10%) OF TOTAL MONTHLY NET SALES, BILLED IN ACCORDANCE WITH SECTION (D) ABOVE.</u></p>

PRICING OPTION # 2 (NOT-TO-EXCEED 10% MARGIN MODEL). NAPA SHALL BILL PARTICIPATING ENTITY FOR THE FOLLOWING CATEGORIES: (A) PRODUCTS, (B) THIRD PARTY SERVICES, AND (C) OPERATIONAL EXPENSES (AS DEFINED BELOW). THESE CATEGORIES AND THE PRICING FOR SUCH CATEGORIES ARE FURTHER DEFINED AS FOLLOWS AND IN THE PRICING PLAN SUMMARY BELOW:

(A) PRODUCT PRICE. THE PRICING OF NAPA PRODUCTS SHALL BE CURRENT NAPA JOBBER ACQUISITION COST, WHICH MEANS NAPA’S CURRENT GOLD PRICE AS SET FORTH ON NAPA’S CONFIDENTIAL JOBBER COST AND SUGGESTED RESALES PRICE LIST, PLUS A TEN PERCENT (10%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW. THE PRICING OF NON-NAPA PRODUCTS SHALL BE NAPA’S CURRENT PRODUCT ACQUISITION COST PLUS A TEN PERCENT (10%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW.

(B) THIRD PARTY SERVICES PRICE. THIRD PARTY SERVICES ARE THOSE SERVICES NOT TRADITIONALLY PERFORMED BY NAPA BUT REQUESTED BY PARTICIPATING ENTITY, SUCH AS WINDSHIELD REPAIR, TOWING ETC., AND PARTICIPATING ENTITY SHALL PAY NAPA’S COST PLUS A TEN PERCENT (10%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW, FOR ANY THIRD-PARTY SERVICES.

(C) OPERATIONAL EXPENSES. PARTICIPATING ENTITY SHALL REIMBURSE NAPA FOR ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE(S), INCLUDING, BUT NOT LIMITED TO, VEHICLE GAS AND MAINTENANCE COSTS, SALARY AND BENEFITS PAYABLE TO NAPA EMPLOYEES AT THE ON SITE STORE(S), WORKER’S COMPENSATION BENEFITS AND INSURANCE, UNEMPLOYMENT INSURANCE, PERSONAL PROPERTY INSURANCE FOR THE ON SITE STORE(S) AND INVENTORY, ANY DEDUCTIBLE FOR LOSSES COVERED UNDER THE PERSONAL PROPERTY, AUTOMOBILE LIABILITY, OR GENERAL LIABILITY INSURANCE POLICIES OF NAPA, ALL EQUIPMENT SUPPLIED BY NAPA, CORPORATE ALLOCATION EXPENSES (AS DEFINED BELOW), INVENTORY INVESTMENT EXPENSE, OBSOLESCENCE EXPENSE, PENSION FUNDING COSTS, ACCOUNTING FEES, GENERAL OFFICE EXPENSES,

AND SHARED SERVICE EXPENSES. NAPA SHALL PROVIDE AN EXPENSE STATEMENT OF THE PARTS OPERATIONS TO THE PARTICIPATING ENTITY ON APPROXIMATELY THE _____ OF EACH MONTH FOR EACH ON SITE STORE. AN EXAMPLE OF AN EXPENSE STATEMENT REFLECTING SUCH COSTS AND EXPENSES IS ATTACHED HERETO AS EXHIBIT _____. PARTICIPATING ENTITY ACKNOWLEDGES AND AGREES THAT THE COSTS AND EXPENSES REFLECTED ON THE EXPENSE STATEMENT SET FORTH ON EXHIBIT _____ ARE SUBJECT TO CHANGE BASED ON ACTUAL MONTHLY COSTS, EXPENSES OR CORPORATE ALLOCATION EXPENSES INCURRED RELATIVE TO THE OPERATION OF THE ON SITE STORE(S). PARTICIPATING ENTITY ACKNOWLEDGES THAT IN ORDER TO ACHIEVE ECONOMIES OF SCALE, NAPA UTILIZES CERTAIN HEADQUARTER AND CORPORATE PERSONNEL TO ASSIST IN THE PERFORMANCE OF THIS AGREEMENT IN ORDER TO HAVE FEWER EMPLOYEES PERFORMING ROUTINE GENERAL ADMINISTRATIVE TASKS SUCH AS PAPERWORK AND FILING AT THE ON SITE STORE(S), ALLOWING NAPA COUNTER PERSONNEL TO FOCUS MORE ATTENTION ON SERVING THE ON-SITE STORE OPERATIONS, AND MAXIMIZING ON-SITE COST EFFICIENCY. AS A RESULT, EACH ON SITE STORE LOCATION IS CHARGED CERTAIN CORPORATE ALLOCATION EXPENSES FOR VARIOUS LINE ITEMS SHOWN ON EXHIBIT _____ (“CORPORATE ALLOCATION EXPENSES”) WHICH ARE CALCULATED AS A PERCENTAGE OF TOTAL PRODUCT SALES FOR EACH MONTH. AS SUCH, THERE IS NOT A SUPPORTIVE INVOICE FOR SUCH EXPENSES OTHER THAN A MONTHLY ALLOCATION RATE STATEMENT.

PRICING PLAN SUMMARY

<p><u>NAPA PRODUCT PRICE</u></p>	<p><u>BILLED TO PARTICIPATING ENTITY AT THE CURRENT NAPA JOBBER ACQUISITION COST PLUS A TEN PERCENT (10%) GROSS PROFIT. THE FORMULA FOR NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS THE CURRENT NAPA JOBBER ACQUISITION COST DIVIDED BY .90. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.</u></p>
<p><u>NON-NAPA PRODUCT PRICE</u></p>	<p><u>BILLED TO PARTICIPATING ENTITY AT NAPA’S CURRENT PRODUCT ACQUISITION COST PLUS A TEN PERCENT (10%) GROSS PROFIT. THE FORMULA FOR NON-NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS NAPA’S CURRENT PRODUCT ACQUISITION COST DIVIDED BY .90. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.</u></p>
<p><u>THIRD PARTY SERVICES PRICE</u></p>	<p><u>EXAMPLE: CURRENT NAPA JOBBER ACQUISITION COST IS \$1.00. PARTICIPATING ENTITY’S PRICE WOULD BE $\\$1.00/.90=\\1.11</u></p> <p><u>BILLED TO PARTICIPATING ENTITY AT NAPA’S COST PLUS A TEN PERCENT (10%) GROSS PROFIT. THE FORMULA FOR THIRD PARTY SERVICES FOR PARTICIPATING ENTITY IS NAPA’S COST DIVIDED BY .90. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.</u></p>
	<p><u>EXAMPLE: NAPA’S CURRENT PRODUCT ACQUISITION COST IS \$1.00. PARTICIPATING ENTITY’S PRICE WOULD BE $\\$1.00/.90=\\1.11</u></p>

<u>OPERATIONAL EXPENSES</u>	<u>BILLED TO PARTICIPATING ENTITY IN ACCORDANCE WITH SECTION (C) ABOVE.</u>
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PRICING OPTION # 3 (NOT-TO-EXCEED PRICING PROFILE 9074/25% MARGIN MODEL). NAPA SHALL BILL PARTICIPATING ENTITY FOR THE FOLLOWING CATEGORIES: (A) PRODUCTS AND (B) THIRD PARTY SERVICES. NAPA SHALL PAY THE OPERATIONAL EXPENSES (AS DEFINED BELOW) ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE. NAPA SHALL THEREAFTER INVOICE OR REFUND TO PARTICIPATING ENTITY SUCH AMOUNT AS IS REQUIRED FOR NAPA TO ACHIEVE A TEN PERCENT (10%) NET PROFIT GUARANTEE AS SET FORTH IN SECTION (D) BELOW. THESE CATEGORIES AND THE PRICING FOR SUCH CATEGORIES ARE FURTHER DEFINED AS FOLLOWS AND IN THE PRICING PLAN SUMMARY BELOW:

- (A) PRODUCT PRICE. THE PRICING OF NAPA PRODUCTS SHALL BE BASED ON NAPA’S 9074 NAPA PRICING PROFILE. THE PRICING OF NON-NAPA PRODUCTS SHALL BE NAPA’S CURRENT PRODUCT ACQUISITION COST PLUS A TWENTY-FIVE PERCENT (25%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW.

- (B) THIRD PARTY SERVICES PRICE. THIRD PARTY SERVICES ARE THOSE SERVICES NOT TRADITIONALLY PERFORMED BY NAPA BUT REQUESTED BY PARTICIPATING ENTITY, SUCH AS WINDSHIELD REPAIR, TOWING ETC., AND PARTICIPATING ENTITY SHALL PAY NAPA’S COST PLUS A TWENTY-FIVE PERCENT (25%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW, FOR ANY THIRD-PARTY SERVICES.

- (C) OPERATIONAL EXPENSES. NAPA SHALL PAY ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE(S), INCLUDING, BUT NOT LIMITED TO, VEHICLE GAS AND MAINTENANCE COSTS, SALARY AND BENEFITS PAYABLE TO NAPA EMPLOYEES AT THE ON SITE STORE(S), WORKER’S COMPENSATION BENEFITS AND INSURANCE, UNEMPLOYMENT INSURANCE, PERSONAL PROPERTY INSURANCE FOR THE ON SITE STORE(S) AND INVENTORY, ANY DEDUCTIBLE FOR LOSSES COVERED UNDER THE PERSONAL PROPERTY, AUTOMOBILE LIABILITY, OR GENERAL LIABILITY INSURANCE POLICIES OF NAPA, ALL EQUIPMENT SUPPLIED BY NAPA, CORPORATE ALLOCATION EXPENSES (AS DEFINED BELOW), INVENTORY INVESTMENT EXPENSE, OBSOLESCENCE EXPENSE, PENSION FUNDING COSTS, ACCOUNTING FEES, GENERAL OFFICE EXPENSES, AND SHARED SERVICE EXPENSES. NAPA SHALL PROVIDE AN EXPENSE STATEMENT OF THE PARTS OPERATIONS TO THE PARTICIPATING ENTITY ON APPROXIMATELY THE _____ OF EACH MONTH FOR EACH ON SITE STORE. AN EXAMPLE OF AN EXPENSE STATEMENT REFLECTING SUCH COSTS AND EXPENSES IS ATTACHED HERETO AS EXHIBIT _____. PARTICIPATING ENTITY ACKNOWLEDGES AND AGREES THAT THE COSTS AND EXPENSES REFLECTED ON THE EXPENSE STATEMENT SET FORTH ON EXHIBIT _____ ARE SUBJECT TO CHANGE BASED ON ACTUAL MONTHLY COSTS, EXPENSES OR CORPORATE ALLOCATION EXPENSES INCURRED RELATIVE TO THE OPERATION OF THE ON SITE STORE(S). PARTICIPATING ENTITY ACKNOWLEDGES THAT IN ORDER TO ACHIEVE ECONOMIES OF SCALE, NAPA UTILIZES CERTAIN HEADQUARTER AND CORPORATE PERSONNEL TO ASSIST IN THE PERFORMANCE OF THIS AGREEMENT IN ORDER TO HAVE FEWER EMPLOYEES PERFORMING ROUTINE GENERAL ADMINISTRATIVE TASKS SUCH AS PAPERWORK AND FILING AT THE ON SITE STORE(S), ALLOWING NAPA COUNTER PERSONNEL TO FOCUS MORE ATTENTION ON SERVING THE ON-SITE STORE OPERATIONS, AND MAXIMIZING ON-SITE COST EFFICIENCY. AS A RESULT, EACH ON SITE STORE LOCATION IS CHARGED CERTAIN

CORPORATE ALLOCATION EXPENSES FOR VARIOUS LINE ITEMS SHOWN ON EXHIBIT (“CORPORATE ALLOCATION EXPENSES”) WHICH ARE CALCULATED AS A PERCENTAGE OF TOTAL PRODUCT SALES FOR EACH MONTH. AS SUCH, THERE IS NOT A SUPPORTIVE INVOICE FOR SUCH EXPENSES OTHER THAN A MONTHLY ALLOCATION RATE STATEMENT.

(D) NET PROFIT GUARANTEE. SALES OF PRODUCTS AT EACH ON SITE STORE LOCATION WILL BE REVIEWED AFTER THE FIRST NINETY (90) DAYS OF OPERATION AND ON A MONTH-BY-MONTH BASIS THEREAFTER TO ENSURE A TEN PERCENT (10%) NET PROFIT FOR NAPA. IF MONTHLY SALES AT EACH ON SITE STORE, INDEPENDENTLY AS OPPOSED TO IN THE AGGREGATE, ARE PRODUCING MORE THAN A TEN PERCENT (10%) NET PROFIT FOR NAPA, NAPA WILL PAY TO PARTICIPATING ENTITY, VIA A REFUND CHECK, THE OVERAGE. CONVERSELY, IF NAPA’S NET PROFIT FOR THE PRECEDING MONTH IS LESS THAN TEN PERCENT (10%), NAPA WILL BILL PARTICIPATING ENTITY FOR THE DEFICIENCY.

PRICING PLAN SUMMARY

<p><u>NAPA PRODUCT PRICE</u></p> <p><u>NON-NAPA PRODUCT PRICE</u></p> <p><u>THIRD PARTY SERVICES PRICE</u></p>	<p><u>BILLED TO PARTICIPATING ENTITY BASED UPON NAPA’S 9074 NAPA PRICING PROFILE</u></p> <p><u>BILLED TO PARTICIPATING ENTITY AT NAPA’S CURRENT PRODUCT ACQUISITION COST PLUS A TWENTY-FIVE PERCENT (25%) GROSS PROFIT. THE FORMULA FOR NON-NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS NAPA’S CURRENT PRODUCT ACQUISITION COST DIVIDED BY .75. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.</u></p> <p><u>EXAMPLE: NAPA’S CURRENT PRODUCT ACQUISITION COST IS \$1.00. PARTICIPATING ENTITY’S PRICE WOULD BE \$1.00/.75=\$1.33</u></p> <p><u>BILLED TO PARTICIPATING ENTITY AT NAPA’S COST PLUS A TWENTY-FIVE PERCENT (25%) GROSS PROFIT. THE FORMULA FOR THIRD PARTY SERVICES FOR PARTICIPATING ENTITY IS NAPA’S COST DIVIDED BY .75. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.</u></p> <p><u>EXAMPLE: NAPA’S COST IS \$1.00. PARTICIPATING ENTITY’S PRICE WOULD BE \$1.00/.75=\$1.33</u></p>
<p><u>OPERATIONAL EXPENSES</u></p>	<p><u>PAID BY NAPA IN ACCORDANCE WITH SECTION (C) ABOVE.</u></p>
<p><u>NET PROFIT GUARANTEE</u></p>	<p><u>AMOUNTS WILL BE REFUNDED OR CHARGED BASED ON THE FAILURE OR ACHIEVEMENT OF AN OVERALL TEN PERCENT (10%) NET PROFIT FOR THE PREVIOUS MONTH AS DETAILED ABOVE.</u></p>

PRICING OPTION # 4 (NOT-TO-EXCEED 11% MARKUP MODEL). NAPA SHALL BILL PARTICIPATING ENTITY FOR THE FOLLOWING CATEGORIES: (A) PRODUCTS, (B) THIRD PARTY SERVICES, AND (C)

OPERATIONAL EXPENSES (AS DEFINED BELOW). THESE CATEGORIES AND THE PRICING FOR SUCH CATEGORIES ARE FURTHER DEFINED AS FOLLOWS AND IN THE PRICING PLAN SUMMARY BELOW:

(A) PRODUCT PRICE. THE PRICING OF NAPA PRODUCTS SHALL BE CURRENT NAPA JOBBER ACQUISITION COST, WHICH MEANS NAPA’S CURRENT GOLD PRICE AS SET FORTH ON NAPA’S CONFIDENTIAL JOBBER COST AND SUGGESTED RESALES PRICE LIST, PLUS AN ELEVEN PERCENT (11%) MARKUP. THE PRICING OF NON-NAPA PRODUCTS SHALL BE NAPA’S CURRENT PRODUCT ACQUISITION COST PLUS AN ELEVEN PERCENT (11%) MARKUP.

(B) THIRD PARTY SERVICES PRICE. THIRD PARTY SERVICES ARE THOSE SERVICES NOT TRADITIONALLY PERFORMED BY NAPA BUT REQUESTED BY PARTICIPATING ENTITY, SUCH AS WINDSHIELD REPAIR, TOWING ETC., AND PARTICIPATING ENTITY SHALL PAY NAPA’S COST PLUS AN ELEVEN PERCENT (11%) MARKUP FOR ANY THIRD-PARTY SERVICES.

(C) OPERATIONAL EXPENSES. PARTICIPATING ENTITY SHALL REIMBURSE NAPA FOR ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE(S), INCLUDING, BUT NOT LIMITED TO, VEHICLE GAS AND MAINTENANCE COSTS, SALARY AND BENEFITS PAYABLE TO NAPA EMPLOYEES AT THE ON SITE STORE(S), WORKER’S COMPENSATION BENEFITS AND INSURANCE, UNEMPLOYMENT INSURANCE, PERSONAL PROPERTY INSURANCE FOR THE ON SITE STORE(S) AND INVENTORY, ANY DEDUCTIBLE FOR LOSSES COVERED UNDER THE PERSONAL PROPERTY, AUTOMOBILE LIABILITY, OR GENERAL LIABILITY INSURANCE POLICIES OF NAPA, ALL EQUIPMENT SUPPLIED BY NAPA, CORPORATE ALLOCATION EXPENSES (AS DEFINED BELOW), INVENTORY INVESTMENT EXPENSE, OBSOLESCENCE EXPENSE, PENSION FUNDING COSTS, ACCOUNTING FEES, GENERAL OFFICE EXPENSES, AND SHARED SERVICE EXPENSES. NAPA SHALL PROVIDE AN EXPENSE STATEMENT OF THE PARTS OPERATIONS TO THE PARTICIPATING ENTITY ON APPROXIMATELY THE _____ OF EACH MONTH FOR EACH ON SITE STORE. AN EXAMPLE OF AN EXPENSE STATEMENT REFLECTING SUCH COSTS AND EXPENSES IS ATTACHED HERETO AS EXHIBIT _____. PARTICIPATING ENTITY ACKNOWLEDGES AND AGREES THAT THE COSTS AND EXPENSES REFLECTED ON THE EXPENSE STATEMENT SET FORTH ON EXHIBIT _____ ARE SUBJECT TO CHANGE BASED ON ACTUAL MONTHLY COSTS, EXPENSES OR CORPORATE ALLOCATION EXPENSES INCURRED RELATIVE TO THE OPERATION OF THE ON SITE STORE(S). PARTICIPATING ENTITY ACKNOWLEDGES THAT IN ORDER TO ACHIEVE ECONOMIES OF SCALE, NAPA UTILIZES CERTAIN HEADQUARTER AND CORPORATE PERSONNEL TO ASSIST IN THE PERFORMANCE OF THIS AGREEMENT IN ORDER TO HAVE FEWER EMPLOYEES PERFORMING ROUTINE GENERAL ADMINISTRATIVE TASKS SUCH AS PAPER WORK AND FILING AT THE ON SITE STORE(S), ALLOWING NAPA COUNTER PERSONNEL TO FOCUS MORE ATTENTION ON SERVING THE ON-SITE STORE OPERATIONS, AND MAXIMIZING ON-SITE COST EFFICIENCY. AS A RESULT, EACH ON SITE STORE LOCATION IS CHARGED CERTAIN CORPORATE ALLOCATION EXPENSES FOR VARIOUS LINE ITEMS SHOWN ON EXHIBIT _____ (“CORPORATE ALLOCATION EXPENSES”) WHICH ARE CALCULATED AS A PERCENTAGE OF TOTAL PRODUCT SALES FOR EACH MONTH. AS SUCH, THERE IS NOT A SUPPORTIVE INVOICE FOR SUCH EXPENSES OTHER THAN A MONTHLY ALLOCATION RATE STATEMENT.

PRICING PLAN SUMMARY

<p><u>NAPA PRODUCT PRICE</u></p>	<p><u>BILLED TO PARTICIPATING ENTITY AT THE CURRENT NAPA JOBBER ACQUISITION COST PLUS AN ELEVEN PERCENT (11%) MARKUP. THE FORMULA FOR NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS THE CURRENT NAPA JOBBER ACQUISITION COST MULTIPLIED BY 1.11.</u></p>
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EXHIBIT B
EXAMPLE FORM OF PARTICIPATING ADDENDUM

This **PARTICIPATING ADDENDUM** (this "Participating Addendum") is entered into by **GENUINE PARTS COMPANY**, a Georgia corporation d/b/a NAPA ("Supplier") and _____ (the "Participating Entity") as of _____, 20__ (the "Effective Date").

WHEREAS, PURSUANT TO A COMPETITIVE SOLICITATION AND COOPERATIVE PROCUREMENT PROCESS OFFERED BY SOURCEWELL (HEREINAFTER, "SOURCEWELL"), A MINNESOTA SERVICE COOPERATIVE CREATED BY MINNESOTA STATUTES SECTION 123A.21, SOURCEWELL AND SUPPLIER EXECUTED CONTRACT #_____ ON _____, 202_ (HEREINAFTER, "SOURCEWELL CONTRACT") TO ESTABLISH A SOURCE OF SUPPLY FOR CERTAIN AUTO, TRUCK AND BUS PARTS AS WELL AS TO PROVIDE INTEGRATED BUSINESS SOLUTIONS SERVICES; AND

WHEREAS, PARTICIPATING ENTITY DESIRES TO UTILIZE THE PRICING AND INCENTIVES AVAILABLE UNDER THE SOURCEWELL CONTRACT ON THE TERMS AND CONDITIONS SET FORTH HEREIN IN ORDER TO RECEIVE INTEGRATED BUSINESS SOLUTIONS SERVICES FROM SUPPLIER.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Scope.** Supplier shall provide to the Participating Entity the products and services described in the Sourcewell Contract, which is incorporated by reference. Supplier and Participating Entity agree that the terms set forth in the Sourcewell Contract shall apply, and the parties specifically agree to be bound by such terms.

Notwithstanding the foregoing, the parties agree that any administrative fees described in the Sourcewell Contract are payable only to Sourcewell.

2. **Term of Agreement.** This Participating Addendum shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Participating Addendum may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Participating Addendum past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Participating Addendum. Further, as Sourcewell awards new successive agreements to Supplier following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Participating Addendum.
3. **On Site Location.** In connection with such the services described in the Sourcewell Contract, Supplier shall operate the space provided by the Participating Entity for the storage and provision of inventory (such space, the "On Site Store(s)") and provide inventory to Participating Entity's locations and provide all personnel required to operate the On Site Store(s). Supplier will establish On Site Store(s) at the Participating Entity's following location(s):

[LOCATION TO BE INSERTED]

Additional locations of the Participating Entity may be added to this Participating Addendum but only by a written amendment executed and agreed to by both the Participating Entity and Supplier.

4. Payment Terms and Pricing.

- (a) Supplier shall invoice the Participating Entity for all inventory purchased pursuant to this Participating Addendum on a monthly basis according to the pricing plan described below. Participating Entity agrees to pay the entire amount of all statements received from Supplier by the 25th day of the month following receipt of any such statement. If the Participating Entity has not paid the entire amount of all statements received from Supplier within 10 days of the 25th day of the month following receipt of such invoice, the Participating Entity shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Participating Addendum.
- (b) Participating Entity elects to utilize Pricing Option ___ under Exhibit A to the Sourcewell Contract. A sample statement reflecting Supplier's operational costs is attached hereto as Exhibit A, but Participating Entity acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit A are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s).

5. Additional Terms.

- (a) Primary Supplier. Participating Entity agrees that, unless otherwise set forth in mutually agreed transaction documents, the Participating Entity shall use Supplier as its "Primary Supplier" of the inventory, parts, and equipment covered by this. Participating Entities may purchase items outside of the Participating Addendum where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in Supplier no longer being the Participating Entity's Primary Supplier. "Primary Supplier" means the supplier that provides a minimum of 80% of the inventory needs of the Participating Entity.
- (b) Provision of On Site Store. Participating Entity shall provide usable space for Supplier's On Site Store and inventory, which shall include access to restroom facilities, all utilities for the On Site Store(s) (including water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s)) and a safe work environment to Supplier that is free from hostility, violence, or discrimination of Supplier's employees or agents. Supplier may terminate this Participating Addendum immediately should Supplier encounter a hostile, violent, discriminatory, or unsafe work environment. Participating Entity shall maintain in good condition and repair (so as to prevent any damage or injury to Supplier's employees, the inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site

Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(c) Exclusive Access to Parts Room; Risk of Loss. Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of the Participating Entity, and there shall be no intermingling of the Participating Entity's parts or other inventory with Supplier's parts or inventory. Access to the secured portions of the On Site Store location(s) shall be restricted to Supplier employees and authorized Supplier representatives only. Participating Entity's employees, contractors or agents shall not be permitted to enter the secured On Site Store area unless accompanied by a Supplier employee or other authorized Supplier representative unless otherwise agreed upon in writing. Participating Entity shall bear any and all risk of loss or damage from any cause to the inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of Supplier. Supplier shall invoice the Participating Entity for any such loss of or damage to the inventory and/or other personal property located in the On Site Store(s), and the Participating Entity shall pay such invoiced amount to Supplier in accordance with the payment terms set forth herein.

(d) Personnel. Supplier shall provide all personnel necessary to provide the Solutions. With respect to such personnel, Supplier agrees to discuss with and/or discipline an employee for violations of law or policy. In the case that Participating Entity is concerned about the detrimental effects of an employee's actions, Supplier will work in good faith with the Participating Entity to resolve the problem.

(e) Fleet Changes. Participating Entity shall provide information regarding fleet changes to Supplier as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. Termination.

- (a) Either Supplier or Participating Entity may terminate this Participating Addendum (i) in the event that the other party fails or refuses to pay any amounts due under such agreement; (ii) in the event that the other party fails or refuses to perform any other obligation required under such agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or (iii) in the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.
- (b) In addition to the rights set forth in Section 6(a) above, Participating Entity may terminate this Participating Addendum for its convenience on thirty (30) days' written notice. Likewise, Supplier may terminate this Participating Addendum for its convenience on sixty (60) days' written notice.
- (c) Supplier may terminate the Participating Addendum between Supplier and a Participating Entity or any other agreement executed by Supplier and a Participating Entity immediately in the event that the Participating Entity's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the Participating Entity's premises unusable for the On Site Store(s) in the reasonable judgment of Supplier.

- (d) Upon termination, expiration, or non-renewal of this Participating Addendum, Supplier shall have the option to require the Participating Entity to purchase all non-NAPA branded inventory owned by Supplier and located in the On Site Store(s) at Supplier's On Site Store's current product acquisition cost, and the Participating Entity shall have the option to purchase all NAPA branded inventory, owned by Supplier and located in the On Site Store(s) at Current NAPA Jobber Acquisition Cost. Upon Participating Entity's request, Supplier shall provide the Participating Entity with a listing of all NAPA and non-NAPA branded inventory owned by Supplier and located in the On Site Store(s).
- (e) Upon any termination, expiration or non-renewal of the Participating Addendum between Supplier and a Participating Entity or any other agreement executed by Supplier and a Participating Entity, all duties, responsibilities and other obligations of each party shall terminate, except for the payment of any amounts due and owing to Supplier at the time of termination, expiration, or non-renewal. Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. The Participating Entity shall allow Supplier to access and enter into the On Site Store location(s) to remove all equipment and other items of personal property owned by Supplier without being deemed guilty of trespass or any other violation of the law.
7. **Notices.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to Supplier:

As to Participating Entity:

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 5.

8. **Miscellaneous.**

- (a) The provisions of this Participating Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Participating Addendum may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.
- (b) No amendment to this Participating Addendum shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Participating Addendum is executed.
- (c) No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right

to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

- (d) All obligations of a party under this Participating Addendum are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.
- (e) WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS PARTICIPATING ADDENDUM, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.
- (f) The parties hereto are independent contractors. Nothing in this Participating Addendum shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.
- (g) This Participating Addendum shall be construed and interpreted under the laws of the State of _____.
- (h) This Participating Addendum may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.
- (i) In the event any part of this Participating Addendum shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Participating Addendum, and the remaining terms shall continue in full force and effect.
- (j) In the event of a conflict between the Sourcewell Contract and this Participating Addendum, this Participating Addendum shall control.
- (k) Whenever performance by Participating Entity or Supplier of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing shall not apply to obligations relating to the payment of money.
- (l) This Participating Addendum and the Sourcewell Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect; however, the rights and remedies set out in this Participating Addendum are cumulative and in addition to (and not in lieu of) any similar rights or remedies available to parties in other contracts, agreements, or through law or equity.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

GENUINE PARTS COMPANY

By: _____

Name: _____

Title: _____

_____ ***[NAME OF PARTICIPATING ENTITY]***

By: _____

Name: _____

Title: _____

EXHIBIT B1
Sample Operational Cost Statement

[To be attached.]

RFP 090624 - Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities

Vendor Details

Company Name: Integrated Business Solutions
Does your company conduct business under any other name? If yes, please state: Genuine Parts Company
Address: 2999 Wildwood Parkway
Atlanta, GA, Georgia 30339
Contact: David Noble
Email: david_noble@genpt.com
Phone: 215-390-4363
Fax: 215-390-4363
HST#: 58-0254510

Submission Details

Created On: Monday July 22, 2024 07:34:08
Submitted On: Thursday September 05, 2024 09:38:46
Submitted By: David Noble
Email: david_noble@genpt.com
Transaction #: 35569620-f633-4fa7-9ff3-d7facabd0490
Submitter's IP Address: 97.64.59.131

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	David Noble
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Genuine Parts Company, D.B.A. NAPA Integrated Business Solutions
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0HYJ6
5	Provide your NAICS code applicable to Solutions proposed.	423120
6	Proposer Physical Address:	2999 Wildwood Pkwy, Atlanta, GA 30339
7	Proposer website address (or addresses):	https://www.genpt.com/ https://www.napaonline.com/ https://www.napa-ibs.com/
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Bret Robyck Senior Vice President, Commercial Sales Bret_Robyck@genpt.com (614) 789 - 5444 2999 Wildwood Pkwy. Atlanta, GA 30339
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	David Noble General Manager, Integrated Business Solutions David_Noble@genpt.com (215) 390 - 4363 2999 Wildwood Pkwy. Atlanta, GA 30339
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Bret Robyck Senior Vice President, Commercial Sales Bret_Robyck@genpt.com (614) 789 - 5444 2999 Wildwood Pkwy. Atlanta, GA 30339

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials.</p> <p>In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees.</p> <p>For almost 100 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service as a way to outflank the competition.</p> <p>GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,800 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$22 billion.</p> <p>In 1994, NAPA instituted a vendor managed inventory program called NAPA Integrated Business Solutions (NAPA IBS), bringing fleet inventory management solutions to government customers across the US and Canada. Today, NAPA IBS supports more than 450 fleet garages across the public and private sectors.</p> <p>With almost 100 years of distribution expertise, GPC's commitment, and reputation for streamlining the Supply Chain Solution process for our customers, positions us as a unique partnership. This partnership keeps fleets running at or above minimum readiness levels, while providing a cost savings to taxpayers.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>If awarded, NAPA IBS will continue to renew/extend each of our 150+ current Sourcewell IBS contracts to the allowable timeframe.</p> <p>In 2015 when Genuine Parts Company responded to the RFP for the current Sourcewell contract #061015, we had 17 IBS operations using the contract. Since then, we have worked tirelessly to grow the contract and today have more than 150+ IBS customers accounting for more than \$200MM annually. Our current customers have seen the benefits and are eager to continue the completely integrated programs we have begun over the last decade. We are already working on providing our team of IBS sales and marketing specialists in the US and Canada with initiatives to reach out to these customers in anticipation of an award.</p> <p>Our next order of business upon award would be a large-scale campaign to recruit new government agencies to our contract. We currently have 10+ new agencies awaiting award to begin using a new Sourcewell contract term. We already have specific digital tracking of Sourcewell contract opportunities through Salesforce.com and customized pipeline reporting and will be creating a Sourcewell customer testimonial and promotional video series and more that we will discuss in greater depth in our Marketing Plan responses. We will present the new contract to these 10+ agencies within the first 45 days after award.</p> <p>When looking at the government fleet sector, we have identified more than \$500 million in potential new sales opportunity through NAPA IBS VMI services. With a new Sourcewell contract award, we estimate that we can achieve double the sales volume that we are doing today through new government contracts.</p> <p>Finally, we have more than 250 current IBS government customers in the US and Canada that are not currently using the Sourcewell cooperative for our contract. We feel there will be many of these agencies who will be looking for contract solutions to keep our partnerships going with minimal effort and interruption. Our number one priority for these customers is to promote the Sourcewell contract as a vehicle to forego the RFP process when our current contracts come up for rebid. We feel good about our opportunities to convert many of these to Sourcewell contracts upon award.</p> <p>We are also currently working to drive Sourcewell revenues through our other related Sourcewell contracts, including MRO management and fleet auto parts, further strengthening our relationship with Sourcewell and our mutual business impact.</p> <p>All in, the opportunity to more than double our existing contract base using Sourcewell is our main objective with a new award.</p>

<p>13</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Genuine Parts Company has had more than 90 years of financial growth and operational stability. This strength brings confidence to Sourcewell members who want to know they are doing business with a company that is here to support them long term.</p> <p>Today, GPC is a leading global distributor with scale and brand strength. We have a strong track record of strategic acquisitions to drive growth in large, fragmented addressable markets where we can leverage our distribution expertise, efficiencies and shared services across our portfolio of businesses. We continuously optimize our portfolio and organizational structure for profitable growth and year over year maintain a strong balance sheet, cash flow, disciplined capital allocation and history of consistent dividends.</p> <p>In 2023, we continued to grow through several strategic transactions designed to optimize our portfolio and create value for our stakeholders. All in, 2023 was a record sales year and we provided our shareholders with a 6.0% total return. Our financial results in 2023 reflect the positive impact of our strategic growth initiatives and continued focus on improving our operating performance, maintaining a strong balance sheet, driving meaningful cash flows and effective capital allocation.</p> <p>In 2020, the COVID-19 crisis had affected business and governments across the world and GPC has felt some of these effects as well. However, by focusing on the health and safety of our people and supporting agility in our operations, we have come through this stronger than ever and posted record growth in 2022 and 2023. Overall, GPC has a strong history of sales and profit growth, increasing sales in 87 consecutive years and profits in 75. Additionally, 2023 marks our 67th consecutive year of increased dividends to our shareholders.</p> <p>For further information and documentation, please find our 2023 annual report in the document upload section of this response.</p>
<p>14</p>	<p>What is your US market share for the solutions that you are proposing?</p>	<p>With 450+ IBS locations across the US, GPC/NAPA has an estimated 80 percent market share in the scope of the government vendor managed inventory services outlined in this RFP.</p>
<p>15</p>	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Within current government agencies that are doing vendor managed inventory programs in Canada, NAPA IBS has an estimated 90 percent market share. With 28 IBS sites across the country, including our cornerstone Sourcewell contract with the City of Toronto and ten other government IBS contracts. Our Canada operations are experienced and ready to grow their Sourcewell IBS footprint.</p>
<p>16</p>	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Genuine Parts Company has never petitioned for bankruptcy protection in our 96-year history.</p>
<p>17</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP.</p> <p>Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores, 27 Heavy Duty Stores, in the US as well as 8 distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. In addition, NAPA Integrated Business Solutions (NAPA IBS) is a separate service offering that is made available through both our company-owned and independent operations. NAPA IBS is a trademarked, licensed brand exclusive to the NAPA family of stores. Through contractual assignment language, we are able to authorize our independent locations to perform the exact same services proposed within our response and have done so multiple times under our current contract.</p> <p>Additionally, to best serve our Sourcewell customers, we have a vast network of more than 2,000+ outside suppliers available exclusively through our NAPA IBS network, that we partner with to be a full service, turnkey sourcing solution for government fleets that require more product than the NAPA system alone can provide. In these cases, we act as a service provider in procuring parts and managing those vendor relationships. All functions of this work are done by GPC employees or independent store employees. Typically, we do not hire third-party employees on any contracts unless specifically asked for by the government agency.</p>

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Genuine Parts Company holds current business licenses to operate, as well as brick-and-mortar infrastructure, in each of the 50 states as well as Canada. With our company and independent store network, it is important to note that NAPA has current business licenses to do business in more than 6,000+ markets with existing Sourcewell members.</p> <p>This means to there are local businesses with tax paying citizens working in those markets ready to serve them today.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Genuine Parts Company has not had any suspension or debarment action applied to our organization in the past ten years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>In 2019, NAPA was awarded the Sourcewell Pioneer award at Sourcewell's H20 for our commitment and drive to grow the current Sourcewell VMI contract. In the last five years, the contract has grown exponentially through the IBS team's commitment to cooperative purchasing.</p> <p>Our vendor managed inventory services with IBS are also awarded with the successes of our customers. Over the past 30 years our NAPA IBS customers have received hundreds of local and national awards. In Government Fleet Magazine's 2023 Leading Fleet Awards, the following fleet organizations received awards of operational excellence and have attributed part of their success to NAPA IBS. These awards are given to the best fleets, all of the below being current NAPA IBS customers and many of which being Sourcewell members, for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business. Current NAPA IBS Customers Awarded as Leading Fleets in 2023:</p> <ul style="list-style-type: none"> • Hillsborough County, FL (#1 in 2023) • Cobb County Fleet Management • City of West Palm Beach • Palm Beach County Sheriff's Office • City of Lakeland, FL • City of Richmond, VA • City of Gainesville, FL Fleet Management • Sarasota County, FL Government Fleet Services • City of Olathe, KS • Farmers Branch, TX • City of Dublin, OH • The City of New York, NY • UCLA Transportation • Knoxville Utilities Board • City of San Diego, Department of General Services, Fleet Operations Division • City of Miami Beach, FL • New York City Police Department 	*
21	What percentage of your sales are to the governmental sector in the past three years?	Of our 450+ IBS locations, Government (City, County, State, DOT, Government Utility) and Education (Higher Ed/K-12) comprise about 60 percent of our overall purchase volume in vendor managed inventory services. Of that government market, approximately 80 percent is traditional government and 20 percent is education. We also have very large customers in the private sector (airlines, construction, utility, private fleets) that are a significant portion of our IBS services. It is a tremendous value to our government customers that we have information on vendors from our private sector business as it broadens the scope of availability on OE and MRO supplies for our government and education fleet customers.	*
22	What percentage of your sales are to the education sector in the past three years?	Our education customers can be divided into K-12 bus fleets and higher education fleets. Traditional K-12 fleets have been the majority of purchases for us in the last three years. However, we have seen a significant uptick in Sourcewell members in the higher education category contracting with us. Of our total government volume, education is currently 22 percent of our annual sales volume.	*

<p>23</p>	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>NAPA has a mix of state, provincial and cooperative purchasing contracts that make up our government business segment. We have 40+ standalone and cooperative state contracts for traditional automotive parts. Within the scope of vendor managed inventory services, we also have state and cooperative contracts that provide the specifications required by this RFP. A summary of each type of contract we currently hold is below.</p> <p>Traditional Parts Business: \$152,000,000 Direct Contracts with States (no coop): Total average annual contract value past 3 years = \$3.8 million</p> <ul style="list-style-type: none"> • State of Delaware • State of Georgia • State of Idaho • State of Iowa • State of Massachusetts • State of Mississippi • State of Utah • State of Virginia • State of W. Virginia <p>Cooperative Contracts:</p> <p>NASPO: 22 States</p> <p>Total avg. annual contract value past 3 years = \$62 million</p> <p>Sourcewell: 5 States + Individual Cities Total avg. annual contract value past 3 years = \$70 million</p> <p>Vendor Managed Inventory (IBS) Business:</p> <p>Direct Contracts with States (no coop):</p> <p>Total average annual contract value past 3 years = \$34.2 million</p> <ul style="list-style-type: none"> • State of Arizona • State of Illinois • State of Kansas • State of Ohio <p>Cooperative Contracts:</p> <p>Sourcewell: 3 States</p> <p>Total average annual contract value past 3 years = \$14.0 million</p> <ul style="list-style-type: none"> • State of Georgia • State of Illinois • State of Massachusetts
<p>24</p>	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>NAPA IBS holds no GSA contracts currently.</p>

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, CA Department of Public Works Fleet Division	Alison Kerstetter Fleet Manager AKerstetter@cityofsacramento.org	916-808-1163	*
Town of Cary, NC Dept. of Fleet Management	Brandon Pasinski Fleet Division Manager brandon.pasinski@townofcary.org	919-469-4098	*
City of Ventura, CA Public Works Department	Mary Joyce Ivers Deputy Public Works Director mjivers@cityofventura.ca.gov	805-701-7315	*
Polk County, FL Fleet Management Division	Robert Biller Director, Fleet Management robertbiller@polk-county.net	863-534-5660	
Additional references and testimonials from customers are available. Examples supporting the NAPA IBS model have been uploaded to the additional documents section of the RFP.	Additional references and testimonials from customers are available. Examples supporting the NAPA IBS model have been uploaded to the additional documents section of the RFP.	Additional references and testimonials from customers are available. Examples supporting the NAPA IBS model have been uploaded to the additional documents section of the RFP.	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *
26	Sales force.	<p>NAPA IBS has 100% coverage of the US through full-time NAPA IBS dedicated sales representatives across our five automotive company divisions: Our NAPA United States Sourcwell salesforce is comprised of five sales execution support teams: Dedicated sellers are listed.</p> <p>Eastern Division: Raymond Uzzolino - CT, DE, MA, ME, NH, NJ, NY, PA, RI, VT</p> <p>Mid-Atlantic Division: Josh Peters, Steve McNeal, and Rich Huzi - DC, IN, KY, MD, NC, OH, PA, SC, TN, VA, WV, TN</p> <p>Midwest Division - John Marchese, Enrique Bermeo - IA, IL, KS, MI, MN, MO, NE, WI, CO</p> <p>Southern Division: Hunter Beal, Peter Purpura - AL, AR, FL, GA, LA, MS, TX, OK</p> <p>Western Division: Mike Picardi, Robert Sperry – AK, AZ, CA, HI, ID, OR, MT, ND, NV, SD, UT, WA, WY</p> <p>In addition to our dedicated sales force in the US, we have local teams in every major market that are knowledgeable about and invested in promoting the Sourcwell program. Our local General Managers, District Managers, Commercial Sales Managers, Wholesale Managers and Area Managers make up another 250+ NAPA team members who are tasked with growing this contract.</p> <p>NAPA will be also supporting the Sourcwell contract amongst 4 regions across Canada. Below is an organizational breakdown that demonstrates how it will be supported in the Atlantic, Quebec, Ontario and the Western region.</p> <p>Central & East Regions - Stephanie Cooney-Mann - ON, MB, NS, PEI, NB, NF</p> <p>Quebec Region - Pierre Berthiaume - QC</p> <p>West Region - Troy Sawada - BC, AB, SK</p> <p>David Noble - General Manager of NAPA IBS - NAPA Headquarters</p> <ul style="list-style-type: none"> • Sourcwell Contract Support • Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations and marketing

- Senior, single point of contact for all Sourcewell contract questions

Craig Stamm - Director of Operations - NAPA IBS

- Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations

Kristine Bielke - Marketing Coordinator - NAPA IBS

- Manages NAPA IBS Digital Marketing and Salesforce.com database efforts
- Coordinates Digital Marketing for Sourcewell publicity and marketing efforts

Jake Hiers - IBS Inventory Control Manager

- Manages NAPA IBS national "Vendor Spend" analysis
- Identifies reasonably achievable pricing cost schedules by supplier and/or industry
- Identifies targets for potential national vendor buying agreements
- Coordinates non-NAPA product line database to promote national inventory and sales reporting
- Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence
- Provides feedback and input on IBS inventory control improvements

Eric Maurey - IBS Operations Manager

- Establishes and provides oversight of standardized procedures
- Reviews operational initiatives for increased efficiencies
- Reports to upper management on operational key performance indicators (KPIs) of our group
- Establishes and reviews corporate IBS Policies and disperses them to the field
- Oversees implementation of service and accountability initiatives
- Sourcewell audit reporting reconciliation specialist

Collin Garner - IBS Legal Counsel

- Reviews all documents before we execute an RFP response, contract change or new agreements
- Negotiates and coordinates all Sourcewell and IBS contract documents

Donna Wright-Walsh - IBS IT Director

- Maintains relationships with major fleet software providers
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility NAPA IBS Headquarters Sourcewell Contract Support - Canada

Gerry Tadeo - Director, IBS Store Operations

- Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations
- Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations

Darren Rest - Specialists, Bids & Quotes

- Lead proposal development including RFPs, RFIs, RFQs and RFSOs, as well as maintaining pertinent related electronic documentation, managing proposal drafts and researching content.
- Lead efforts to ensure accurate and effective logging, tracking, preparation and completion of high-quality proposals to support NAPA's sales activities.
- Develop and foster relationships with Regional Specialists to capitalize on sales opportunities pertaining to Government & large Fleets.

Barbara Schryver - IBS Inventory Coordinator

- Coordinates non-NAPA product line database to promote national inventory and sales reporting
- Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence
- Provides feedback and input on IBS inventory control improvements

Martin Rolland - UAP Inc. Legal Counsel

- Reviews all documents before we execute an RFP response, contract change or new agreements
- Negotiates and coordinates all Sourcewell and IBS contract documents

Gilles Desrochers - Director, Store Computing/Integration

- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>NAPA IBS promotes the Sourcewell vendor managed inventory contract to all of our 6,000+ stores nationwide. Our dealer network is broken out into 5,000 small business independent stores and 1,000 company-owned NAPA stores. These stores and our 400 unique vendor-managed locations are supported by our 52 master distribution centers that contain more than \$1 billion of fleet parts and other replenishment inventory for our network. The value of this network to Sourcewell members lies in our ability to provide inventory, distribution and local support in any area of the US or Canada without having to incur excessive mobilization or freight times or charges. If a member wants to implement our services, chances are we already have boots on the ground in their location who are trained and ready to support them right away. Our network is available 365 days each year to get our customers the parts they need in the most efficient way possible.</p> <p>Our network starts with the 5,000 local, small business NAPA stores that support Sourcewell in the areas where they operate. Many municipalities, such as the City of Tuscaloosa, Alabama, place a strong emphasis on supporting local businesses. Our local NAPA network within the city allows us to meet their requests. When they had a need for fleet parts support, they were able to use our Sourcewell VMI contract to not only capture the benefits of the IBS program, but also support our local NAPA store owner, Joseph Roberto (Tuscaloosa, AL), and his operation that consisted of employees who lived and worked in the City in which they were serving. Our internal independent NAPA network supports local, small business across the US and Canada. We also have dedicated efforts across our local operations and our corporate footprint as a whole to support minority, women, veteran-owned and disadvantaged businesses in all of our sourcing activity. Whether a contractual obligation or a good-faith effort, this is an important cornerstone of our community support policy for IBS.</p> <p>In addition to our 4,000 local small business independent NAPA stores, we have the strength of our corporate-owned distribution network backing up the IBS program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to our Sourcewell member customers. They also take advantage of our sister companies like Motion Industries, all under the Genuine Parts Company organization, that provide non-fleet distribution across the US and Canada, including industrial supplies, office products, MRO products, equipment and more.</p> <p>Furthermore, NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work.</p> <p>All of our stores, whether under corporate or independent ownership, have the ability to source and stock the products that our customers need, whether NAPA branded or sourced from our outside network. This provides members the choice of what fits their fleet and facilities operations best while still having the power of our network to provide it. We currently work with more than 2,000 outside vendors in the IBS program that supply a wide variety of product categories and provide a basis for comparison for our customers on price, quality and service so they know they are getting what they want for their dollars.</p>
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28	Service force.	<p>NAPA employs thousands of store, area, district, divisional and national sales and operations professionals to help execute our IBS programs and put boots on the ground in all areas across the US and Canada. The dedicated sales and operations team outlined in question #26 are solely focused on business development, compliance, and operation in all IBS contract engagements in the US and Canada. In addition, they do offer road service and manage the contract process throughout the life of the contract for our company and dealer network for IBS services. They are involved in contract selling, contract negotiation, mobilization, initial vendor management, and project implementation.</p> <p>After the launch of our IBS locations, the IBS sales representative remains involved with the contract to ensure we are meeting benchmarking and key performance indicators for the customer. They are a vital part in bringing outside market information to the fleets and maintenance facilities we service. Our IBS contract sales force is a mobile field-driven sales team and are available to service the customers at their locations and to assist our existing on-site parts management team in any endeavor.</p> <p>The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage:</p> <ol style="list-style-type: none"> 1. NAPA IBS HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth. 6. At the site level, we have more than 1,500 employees who execute on daily KPI's to keep our customers running.
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<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Our order process for Sourcewell members requesting IBS services is as follows:</p> <p>Step One – Discover the need with fleet operations and management on outsourcing parts and service needs this will require analysis of current staffing, inventory, hours of operation, fleet needs, software adoption, billing processes, paperwork flow, audit procedures, and approvals.</p> <p>Step Two – Introduce co-operative contract solution as a means to contract during the early phase of our analysis. If the customer is not a Sourcewell member, we use this time to present the easy steps to become a member. If they are a Sourcewell member, we present our contract opportunity with IBS along with documentation on the solicitation. At this point we have added a step in our process to verify documentation of Sourcewell membership with our Sourcewell contract manager.</p> <p>Step Three – Complete financial and staffing analysis to determine needs of customer.</p> <p>Step Four – Once customer has agreed to proceed to contract, our GPC legal and NAPA IBS representative present our Sourcewell IBS contract terms to the customer for their legal review.</p> <p>Step Five – Customer builds business exceptions as part of our master IBS Sourcewell contract. NAPA IBS will negotiate specific terms for the customer based on their hours of operation, staffing needs, inventory needs, etc.</p> <p>Step Six – NAPA IBS and Customer come to terms on Sourcewell contract.</p> <p>Step Seven – NAPA IBS will inform Sourcewell when a contract has been agreed to between NAPA and customer. NAPA sets the commencement date with customer and ensures all operational systems are in place during mobilization. For Sourcewell, this is the window where we turn flags on in our system to accurately report sales per our Sourcewell contract agreement.</p> <p>Step Eight – Contract tracking and reporting will be communicated to Sourcewell on a quarterly basis along with announcements of all new contracts.</p> <p>a) Yes – Our independent dealer network will be part of this proposal. Genuine Parts Company controls the process much like was outlined above for our independent dealer network. The dealer is responsible during the analysis phase to provide staffing, inventory, and operational documentation. The dealer must agree to all of the terms of the Sourcewell IBS contract as well as the customization for a Sourcewell contract holder in the final agreement. To ensure these steps are made and done in our dealer network, Genuine Parts Company has provided an assignment document as part of the Sourcewell contract that must be signed by the customer, Genuine Parts Company, Sourcewell (if required), and the independent dealer as part of the contract process. The dealer is required to abide by the terms of the contract or will need to assign the business back to Genuine Parts Company.</p> <p>In order to maintain consistency and accuracy in reporting and contract fee payments, our NAPA headquarters team tracks and consolidates all company- and independently owned Sourcewell contract sales and reports them to Sourcewell directly.</p>
<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Our customer service process and procedure support breaks into three categories: Sourcewell Contract Sales Process (Pre-Contract), Sourcewell Contract Implementation/Project Startup Process (Post Contract), and Sourcewell "Live Project" Process (Continuous Improvement Process)</p> <p>Note: All resources listed in this section are already in place and immediately available to respond to the award and commitments of a Sourcewell contract and subsequent contract marketing, mobilization and implementation.</p> <p>Sourcewell Contract Sales Process - Pre Contract General Manager, David Noble, and his team of dedicated Sourcewell IBS contract sellers are responsible for selling and promoting Sourcewell IBS contracts to thousands of prospective candidates and utilize the Sourcewell contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet management, procurement, finance, accounting and administration to build the best-in- class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team handle the deep dive analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer service, so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation.</p> <p>In conjunction with our sales effort - GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact - Collin Garner - is available as an immediate resource to Sourcewell, our</p>

sales team, and our Sourcwell contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our Sourcwell customers because of the speed of response on contract questions and finalizations.

Sourcwell Contract Implementation/Project Startup Process - Post Contract After a contract has been finalized - our entire IBS operations organization immediately kicks into gear as we mobilize the vendor managed on-site location.

Our headquarters support team is in charge of implementing the new project and performs the following mobilization support tasks:

- Databases Sourcwell contract in our in-house contract managing database
- Establishes contract pricing in the new site
- Coordinates IT support efforts on-site, point of sale and any special IT initiatives
- Verifies reporting systems for Sourcwell contract reporting
- Initializes our in-house on-line project management tools for the field
- Reviews internal business plan proposal to ensure contract compliance
- Finalizes specific key performance indicators and baseline benchmarks for our customer

Next: Our local field teams that will operate the day-to-day operations are mobilized according to the launch timeline of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:

Local mobilization teams are comprising of members of our company that execute an IBS contract site implementation that includes initial inventory of customer's fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.

On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent Sourcwell IBS contracts will be led by a team of DC Regional Sales Directors / DC Operations Managers and the local market Commercial Sales Manager for that store's market.

All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Business Development Group. This is a dedicated group of NAPA product managers that will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:

- Filtration/Heavy Duty Product Support
- Undercar (Brakes/Chassis) Product Support
- Electrical/Underhood (Batteries, Rotating Electrical, Engine Mgmt.) Product Support
- Heating and Cooling Product Support
- Paint and Body Product Support
- Tools and Equipment Product Support

A final, important part of our site mobilization team is our IT team - every market has dedicated IT members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.

Sourcwell "Live Project" Process (Continuous Improvement Process)
Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our Sourcwell contract customers. Each contract should have well-defined key performance objectives. Typical objectives include daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI's included in our contract.

The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The Sourcwell contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually these reviews are weekly in

		<p>the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation. These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations. We have included a sample business review document as an attachment. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.</p> <p>The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all Sourcewell contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the Sourcewell contract and subsequent business review reports produced by our local operations to ensure contract compliance.</p>
31	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in the United States.</p> <p>NAPA IBS has the unparalleled ability to provide our services to Sourcewell participating entities across the United States and we are already doing so today.</p> <p>We are currently actively under more than 70+ contracts using Sourcewell with cities, counties, states, DOTs, K-12 and higher education institutions in the United States. We are able to accomplish this through our vast network of 55,000+ employees, our database of hundreds of fleet professionals that we work with every day to develop innovations and best practices, the support of NAPA headquarters to invest in programs and solutions that will benefit our customers, and our extensive distribution infrastructure. 6,000+ NAPA stores and 52 large distribution centers nationwide make it really easy to get customers what they need, whether from our internal supply chain or by sourcing from supplier partners that we have spent decades building great relationships with.</p> <p>In sum, we have more than \$1 billion in NAPA inventory across our distribution network, \$294 million of which is dedicated specifically to IBS VMI parts rooms. Of our 55,000 employees, nearly 5,000 of them have hands in the selling and operating processes that aide this contract development and execution, and more than 1,500 of them are solely focused on NAPA IBS customers. NAPA IBS has the people and resources to what the customer needs, when they need it.</p> <p>We have an incredible existing relationship with Sourcewell that demonstrates, year over year, our willingness to participate fully in this program. Sourcewell is the only cooperative contract that IBS holds in the US and it is an integral part of our selling and marketing fabric. Our national sales team and local support teams are well versed in presenting the Sourcewell solution to existing members and non-members and it is one of the first points raised when discussing simplifying VMI contract processes for governments.</p> <p>Beyond our current contract performance, we have further invested in our Sourcewell relationship through the other contracts we hold with Sourcewell, including Fleet Parts, MRO VMI, and Lifts & Equipment contracts. We also partner with Government Sourcing Solutions, a procurement consulting organization closely tied to Sourcewell, to help us seek out existing members and non-members to approach about the Sourcewell opportunity.</p> <p>Our plan is to expand upon our success with the Sourcewell contract into new business areas to provide solutions for many more Sourcewell members.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in Canada. NAPA IBS in the US and Canada work as one and we are excited about the possibility of expanding use of the Sourcewell contract in Canada. They have existing IBS vendor managed sites within government operations, including a Sourcewell contract with the City of Toronto, today. We have a dedicated sales staff in place today that is trained and ready to execute a similar marketing plan that we are using in the US to further grow our Canadian footprint with Sourcewell.</p> <p>NAPA has a strong presence in every region and is fully capable of serving the Canadian geographical locations described in this RFP of current and future Sourcewell members and represented associations. NAPA has a national presence from coast to coast across Canada. Thanks to our 600-store network and our strategic distribution centers locations, we can meet all members' needs in a short amount of time, wherever they are operating.</p> <p>In addition, NAPA IBS Canada is already engaged in fleet related trade organizations, including NAFA, RMA and Kinetic GPO, where we have easy access to promote and market the Sourcewell message. Our team is in place, the training is ready to go, and our NAPA Canada team would be ready to promote day one of an award.</p> <p>Finally, Genuine Parts Company and NAPA IBS can provide Sourcewell with future international expansion of the co-operative contract solution for what we do. GPC owns operations in Australia, New Zealand and Mexico as well. Our IBS efforts in those markets are just underway and could prove to be an excellent opportunity to help promote co-op solutions internationally with recent acquisitions in territories such as Europe and Australia.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Our NAPA IBS is available in all 50 states and every Canadian province. We have a unique capability of having ready-to-go staffing and brick and mortar support as well as nightly parts and supply distribution into all 50 states. With over 6,000 stores across all 50 states (and many US Territories) and 52 master warehouses we offer a unique way for our locations to get parts and supplies delivered at extremely low costs to our customers. In addition, our IBS services are available to all government (city, county, state, utility, transit, airports, etc.) and education (state universities and school bus garages) institutions. Non-profits can also be serviced under our IBS program if the program fits their needs.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>NAPA IBS can service every vertical listed in the RFP: Government, Education and Non-Profit. If there is a fleet or warehousing service need with a Sourcewell member, NAPA IBS can customize our solution for that customer. For example, today the IBS program currently operates parts rooms in all of the following verticals and more:</p> <ul style="list-style-type: none"> • Municipal, State and Federal Fleets • Facilities Management • General Services Warehousing • Public Transit • Education • Aviation Management • Public Works • Sanitation • Transportation • Police • Fire • Utility • Parks & Recreation • Golf Courses • Forestry • & More <p>NAPA operates in all 50 states and all Canadian provinces and has no geographical limitation on providing VMI services to Sourcewell members. We even have distribution centers and current NAPA IBS operations in Alaska and Hawaii that increase our service ability and reduce freight concerns for those regions.</p> <p>Areas we feel we can improve our footprint with Sourcewell is in the non-profit sector, including hospitals, charity and other organizations, and the federal sector. Regardless of the size of their fleets, these organizations have ways that we can help them manage their inventory better, and our MRO and warehousing management capabilities can be a good way to grow our Sourcewell business.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>We have no requirements or restrictions for Alaska or Hawaii within the services in our RFP. NAPA IBS has brick and mortar warehouse locations and employees in both Honolulu and Anchorage as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently provide the services outlined in this RFP. The only US territory that we do not service currently is Puerto Rico.</p>	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. NAPA IBS extends our valued VMI services to all public and private sector customers, including non-profit organizations.
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>NAPA IBS has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.</p> <ul style="list-style-type: none"> • NAPA IBS Website (refreshed in 2024) – public facing marketing and lead generation website that prominently displays our Sourcewell contract details and links to Sourcewell's contract page. *Screenshot example of new format provided within marketing documents* • Salesforce.com - customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials (refreshed in 2024) - marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. *Examples provided within documents • Presentation Materials (refreshed in 2024) - our team has access to a predeveloped suite of digital content and presentation materials that promote the benefits of implementing Sourcewell contracts. • Video Content - we are working to implement video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. As stated, this material is to revamped throughout 2024 and into 2025. • Fleet Industry Events - NAPA IBS sales and marketing experts attend more than 30 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: <p>National Events:</p> <ul style="list-style-type: none"> • NAFA I&E - www.NAFA.org • Government Fleet Expo (GFX) - www.governmentfleetexpo.com • FleetCon presented by FleetPros - www.FleetPros.org • AssetWorks Academy - Premiere Sponsor - www.assetworks.com • FASTER - Transit Mobility - Premiere Sponsor - www.FASTERasset.com • APWA PWX Public Works Expo - www.apwa.org • Equipment Fleet Management - www.emtsp.org <p>Regional Events:</p> <ul style="list-style-type: none"> • Florida Association of Government Fleet Administrators (FLAGFA) - Premiere Sponsor - www.FLAGFA.org • Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org

<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Our primary use of technology for promoting our Sourcewell contract is through the NAPA-IBS website. Our website is a public-facing lead generation site that explicitly displays our Sourcewell partnership to prospective customers. The site also drives visitors to a contact page where we can collect fleet data and automatically pass it on to our local sales representative who is a trained expert on selling our Sourcewell option. When a prospect fills out the contact form, an email is automatically generated and sent to not only the local sales representative, but also to NAPA IBS executive and sales leadership to ensure prompt follow-up. We track all of this activity to measure our success rates and Sourcewell contract growth.</p> <p>The IBS website also contains digital tools and materials to help our team sell the Sourcewell VMI contract. It has a suite of presentation elements, which we use digitally these days to connect with prospects remotely and safely, as well as embedded testimonial videos that discuss how Sourcewell has helped real customers. These materials are also available to our entire NAPA store network to help them identify and educate potential Sourcewell customers that they already work with.</p> <p>Additionally, we use Salesforce.com, our customer relationship management system, to automatically track communication with Sourcewell customers and prospects through an integration with our Outlook email system. This allows our sales team to communicate more effectively with prospects and allows management to track pipeline movement and help drive results.</p> <p>Social media, such as LinkedIn (scheduled for relaunch), is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.</p> <p>While we are proud of the digital efforts we make, we can always do more. Moving forward, we are considering ideas such as adding a specific Sourcewell information section to our web contact form on www.NAPA-IBS.com. We are also interested in adding a Sourcewell link into applicable government email communications from our sales team to increase exposure and drive Sourcewell conversations.</p> <p>NAPA IBS has invested in digital marketing beginning in 2025. This modernized approach will allow us to have greater touchpoints with decision makers for all industries we service.</p>
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell the IBS solution to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort:</p> <ul style="list-style-type: none"> • Marketing Materials - Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education - provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls and QBR attendance with your team. • Government Contacts - supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract. • Legislation - continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us:</p> <ul style="list-style-type: none"> • NAPA ProLink: NAPA ProLink is an exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or IBS locations. It gives the customer direct digital access to our catalog of more than 465,000 SKUs, all available on this contract. • Fleet Software Integrations: Our IBS sites offer a more in-depth digital solution to on- and off-site customers who want to order from us electronically. Integrating a shop's fleet software system into our inventory management and point-of-sale platform allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more. • Enterprise E-Procurement: NAPA IBS has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>NAPA IBS has a unique position in fleet related services as we are the only company in this space that houses our own internal technician training on-site, on-line, and manufacturer based shop training - all in one package. Genuine Parts Company has made the investment to have our own certified technician training in-house - all with the purpose to help our fleet customers drive efficiency in their operations and to ensure their technicians receive the most up-to-date training to keep their fleet vehicles on the road.</p> <p>Our customers need for training varies, so we have a mix of free training - offered by dedicated NAPA Product Support teams - as an added value to our customers, in categories including, Filtration / Heavy Duty, Undercar (Brakes/Chassis), Electrical / Underhood (Batteries, Rotating Electrical, Engine Management), Heating and Cooling, Paint and Body, and Tools & Equipment.</p> <p>This training is part of the fabric of any customer that has a NAPA IBS contract and will be available to Sourcwell members.</p> <p>In addition, AutoTech has online and on-site training courses available for an additional fee.</p> <p>NAPA also works with a select group of non-NAPA suppliers that are able to provide resources and customer product training upon request. The size and scope of any requested training will determine any fees associated with these opportunities. All fees would be passed through to the customer at our cost with no markup.</p> <p>All onsite and online training can be bundled and easily tracked by a government agency through our www.NAPATraining.com website.</p> <p>This is a one-stop location for government fleet professionals to track and manage all training activities within their operations.</p> <p>A full listing of offered courses has been added to the additional documents section.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>The IBS HUB, a NAPA IBS exclusive technology platform, revolutionizes the way that NAPA conducts business with government fleet customers and is available to all Sourcwell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running.</p> <p>The IBS HUB directly impacts how an IBS operates, removing inefficient time-consuming activities and replacing them with intuitive interactive processes. Improvements that your</p>

Sourcewell members gain through the IBS HUB include, but are not limited to:

- Order Management (Work Orders)
- Inventory Management
- Local Supplier Management
- Inventory Barcoding
- Inventory Receiving and Reconciliation
- Automated, Accurate and Consistent Reporting.
- Ease of Integration
- IBS Network Wide Supply Chain Visibility

NAPA IBS has a dedicated team that works exclusively on enhancements to the IBS HUB system that will continue to add value to all IBS customers. One of our most recent value add additions is our IBS HUB Remote Consignment module.

The IBS HUB Remote Consignment Module adds functionality to the IBS HUB to facilitate offsite remote inventories that are not directly managed by on-site NAPA staff. These consignment inventories are supported by an on-site NAPA IBS location which provides stocking levels, tracking of used inventory, replenishment, and allocation of the inventory onto work orders.

Consignment Inventory Work Order and Replenishment Features:

- Source parts from Consignment Inventory during parts issuance to work orders
- Ad-hoc/Scheduled Replenishment from on-site NAPA IBS location
- Parts will be controlled by specific Shop location or Garage
- Provides a static inventory listing for each location
- Stores bin locations for each consignment location
- Ability to conduct physical inventory sessions as often as needed, but required quarterly
- Ability to replenish Consignments via Supplier Orders, Interstore Orders and/or DC Orders
- Ability to aggregate inventory across multiple Consignments
- Ability to calculate and recommend MIN/MAX levels for Consignments based on specific location parts usage
- Tracking of inventory in Consignments that has been re-numbered or superseded to new product.

Benefits for IBS Customers and Sourcewell Members:

Consignments offer our IBS clients the ability to have smaller inventories in their remote service facilities that would not have the need for a staffed parts room. These inventories are provided on consignment so that the parts are not paid for until consumed on a work order, PO, or similar billing. The IBS HUB consignment module then provided automated tracking to ensure proper and timely replenishment from your IBS location ensuring the needed parts are always available.

The recommended stocking quantity feature of the IBS HUB ensures the right parts are stocked in these locations in which space is normally limited. By tracking usage by the specific shop, the IBS HUB ensures only the parts used at each consignment most frequently is stocked. The Pending and Pull List functionality of the IBS HUB works to track each stocked part used at the location until it has been confirmed to be replenished. These functions make sure that the agreed upon stocking parts will be there when the technician needs them. The physical inventory sessions for each consignment in the IBS HUB make sure that the inventory in the offsite locations stay true to their expected stocking levels. Quarterly counts are required, but they can be run more frequently as needed. Ultimately the IBS HUB Consignment Module provides IBS clients with offsite inventory so that remote technicians have a consistent organized inventory to support their work.

NAPA Canada has recently invested in new warehouse automation technology that will improve our efficiencies and add the ability to increase our inventory at our DC in Cambridge, ON. Our Cambridge DC has collaborated with KNAPP, a global leader in industrial automation solutions, to integrate KNAPP's AG - OSR Shuttle, a high-performance, reliable semi-automatic picking and storage system.

Furthermore, NAPA, the Federal Government and Drone Delivery Canada (DDC) are participating in "The Moosonee & Moose Factory Pilot Program" to deliver NAPA Auto Parts to rural locations across Canada. Today the drones are carrying approximately 25 lbs. but DDC is working on those that could handle 100-400 lbs. NAPA vendor managed IBS sites in the US and Canada are also using a new proactive inventory management program called Pulse. The system uses predictive analytics to determine what factors drive categorical sales, including vehicle registrations, part failure rates, market demographics, climate and geography. Pulse also has the ability to customize inventory assortments for specific fleets by uploading a VIN list into the system, which creates an inventory list with the product categories of choice.

<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>At NAPA IBS, we share our customers' and their communities' commitments to sustainable practices in procurement and fleet operations. Below are some of the benefits members will realize from working with NAPA IBS:</p> <ul style="list-style-type: none"> • Many chemicals that are offered are non-detergent/green products • We recycle oil at our stores and can recycle oil for any customer • We advocate the use of the used oil filter crusher to extract environmentally hazardous chemicals from landfills • We recycle all plastic, paper, cardboard and wooden pallets at our DCs and HQ offices • GPC supports paperless systems initiatives within all business segments • GPC promotes the use of fuel-friendly delivery fleet vehicles • Many of our IBS customers have received Clean Cities Green Fleet of the Year awards in past years • GPC corporate has established a sustainability roadmap that is available for our customers to review on our corporate website • Upon customer requests, we can employ electric vehicles in certain of our operations <p>In addition to our green fleet initiatives, NAPA IBS markets and sells many green Initiative products, including:</p> <ul style="list-style-type: none"> • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries • Nature's Broom absorbent - eats shop floor oil and lubricants and is environmentally disposable • Micro Green - Lifetime Fleet Filtration Products <p>Finally, NAPA IBS implements a strict environmental and spill policy:</p> <ul style="list-style-type: none"> • All chemical products issued by NAPA will have a corresponding Material Safety Data Sheet or MSDS report. The MSDS sheet lists on-site potential hazards of the product. NAPA maintains a computer cataloged MSDS library that will be on the premises of our IBS Fleet locations. • NAPA IBS will produce a MSDS (and soon will make the move to new SDS) hard copy of all chemicals that will be stocked on the premises and update an OSHA approved MSDS book in the event of an emergency. • NAPA maintains a store policy mandating key emergency contacts be clearly posted in the event of an emergency. Hazardous Material hotline and Poison Control will be posted. • NAPA Policy Hazardous materials handling includes the use of protective measures such as an approved eye wash station, approved fire extinguishers, approved safety glasses and gloves. • NAPA will advocate the use of the environmentally friendly Parts Washer system to eliminate the use of needless hazardous chemical washing solvents to be replaced with "Ozzy Juice", an enzyme-based solvent proven to work both for the environment as well as the safety and well-being of the technician washing fleet parts.
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>NAPA IBS is not a manufacturer of the products we manage for our VMI customers, but we make a concerted effort to source sustainable products from eco-conscious suppliers whenever possible. NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow:</p> <p>NAPA Fleet Management</p> <ul style="list-style-type: none"> • Recycles more than 20 tons of tires annually • Recycles more than 5,000 gallons of oil annually <p>General Recycling</p> <ul style="list-style-type: none"> • More than 9,000 lbs. of cardboard annually • More than 8,500 lbs. of other waste annually <p>Energy Efficiency</p> <ul style="list-style-type: none"> • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO2

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>NAPA IBS is a unique, on and off site product and service procurement solution that is 100% customizable to support every customer partnership Our internal supply chain solution, and our integration capabilities separate us from the competition:</p> <ul style="list-style-type: none"> • Current network of over 450 contracts - we offer a unique opportunity for Sourcwell to market to hundreds of existing contracts to use the Sourcwell contract as a vehicle to extend current services. No other vendor managed inventory fleet solution has the opportunity to expand use of the Sourcwell contract like NAPA IBS. • Dedicated IBS project staff and field operators that do nothing but sell and manage the vendor managed inventory solution presented in this RFP. • 30+ year network of over 2,000 OE, aftermarket, supplies, MRO and parts related vendors to support ANY operation that wishes to use the Sourcwell contract. Our services go well beyond NAPA branded parts and include many OE and alternative brands to give our Sourcwell customers a broad range of choice on the products they wish to use in their fleet and warehouse operations. No other vendor of these services can provide the choice and leverage that our 1,600 non-NAPA branded parts and supplies vendor network and experience can bring. NAPA IBS has exclusive vendor arrangements with key fleet parts and supplies-related vendors that are exclusive to NAPA IBS customers and are unavailable to any other supplier of these services. • The IBS HUB is NAPA IBS's exclusive technology platform that was built specifically for the IBS program and providing vendor managed inventory services. It is a technology that is exclusive to NAPA and is available to all Sourcwell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running. It also contains detailed reporting that is available on demand or at scheduled intervals to customers' management teams so they always know exactly how we are performing and when their work orders will be complete. <p>As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform, the IBS HUB. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.</p>
<p>46</p>	<p>Describe your capabilities in supply chain, logistics, and atypical demand when emergency response services and support are required during events such as extreme weather.</p>	<p>NAPA IBS staffs all customer locations based on their standard and emergency schedules. We operate as a full function parts and service provider for customers 24/7, 365 days as required. With our parts demand and fill rate requirements, we have the ability to forecast usage amounts to stay ahead of supply chain disruptions. Our partnerships with more than 2,000 product manufacturers, as well as having our own dedicated product distribution network, keeps our customer running and meeting their demands.</p> <p>A current customer approved process to address emergency product requests is as follows below.</p> <p>The Emergency Stocking Level Report by Stock Location report will is maintained by NAPA in Excel. When requested, it will be updated to reflect current on hand values. Adjustments to the Emergency Stocking levels are conducted by mutual consent. The emergency required product reports are reviewed during all QBR's held with NAPA and the customer. To further assist with unit down, emergency orders, NAPA IBS has invested in our IBS VIEW program, offering a full system insight to every on hand inventory at all 450+ locations can order from in time of need.</p>

<p>47</p>	<p>Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating entity utilizing your services.</p>	<p>Once assuming parts room responsibilities as set forth by our customer, NAPA IBS understands the desire of Sourcewell members for NAPA to purchase the existing inventory that is currently on hand at the Sourcewell members location. NAPA's financial requirements can allow, upon review and approval, for NAPA to purchase inventory from a Sourcewell member that is in new, sellable condition, fits the current fleet and has verified issuance history in the most recent 12-month period immediately before the purchase. In addition to the sales justification inventory purchase standard NAPA is also required to complete a full wall to wall inventory to validate the purchase.</p> <p>Another option, if preferred by the customer, is for NAPA to manage existing parts room inventory for Sourcewell members utilizing NAPA's inventory management systems and issuing the inventory at \$0.00 to Sourcewell members until the inventory is depleted and replaced with NAPA owned and managed inventory.</p> <p>At the conclusion of a contract - defined as termination, expiration, or non-renewal of the contract -NAPA shall require the Sourcewell member to purchase all non-NAPA branded inventory owned by NAPA and located in the on-site store(s) at NAPA's most recent acquisition cost. Additionally, the Sourcewell member shall have the option to purchase all NAPA branded inventory, owned by NAPA and located in the on-site store(s) at NAPA's current jobber net acquisition cost. This will help any Sourcewell member in their transition period if they choose to separate from NAPA.</p>
<p>48</p>	<p>Describe your ability to integrate fleet software into your inventory management program.</p>	<p>NAPA IBS offers exclusive fleet software integration capabilities for on-site and off- site vendor managed services. We also offer more in-depth integration capabilities within our IBS operations where customers may wish to have their current fleet software system integrate with our NAPA IBS point of sale system. This allows electronic transfer of work order parts orders, consolidated billing, data transfer, reporting, and down vehicle reporting to be integrated within our electronic point of sale system, improving shop productivity and ensuring all parts get placed on work orders and are billed correctly. Some of these integrations also allow for invoice reconciliation to happen electronically, dramatically improving productivity time for fleet and accounting departments.</p> <p>NAPA IBS is the only vendor submitting a response to this RFP with the full capability to provide these types of integrations. Others claim to integrate technologies but only offer a mass data dump at the end of each day. What we offer Sourcewell members means real-time data and reporting available to them on demand, a true view of where their shop or facility stands at any moment, and a customizable experience for their users that ensures their operational needs are met.</p> <p>Successful examples of NAPA IBS integrations to third-party fleet and facilities software systems include Assetworks FA and M5, Faster, RTA, Dossier, Chevin, and many more.</p> <p>In Gwinnett County, GA., an IBS customer for more than 10 years that adopted the Sourcewell IBS contract in 2020, their fleet management division utilizes AssetWorks software as the driver behind its entire fleet operation. NAPA worked with the County to build a custom integration between our IBS HUB system and their AssetWorks interface to create a more efficient way of doing this and the results were immediate. The County has reduced approximately eight-to-ten-man hours per day by reducing redundant parts keying and work order reconciliation, saving them valuable time and real dollars. Previously, a daily reconciliation report took four or more hours to compile and review, but today it has been automated and can be audited in under five minutes.</p> <p>NAPA IBS also has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. Developing and managing this important technology requires time, financial investment and considerable manpower, so NAPA has invested heavily in a dedicated IT team that can support our operations and our customers throughout the life of our contract:</p> <p>Donna Wright Walsh: Director, IT & Integrations Kevin Osborn: Integrations Analyst Lead Tom Simcox: Integrations Analyst Lead Rob Thierry: Integrations Analyst Lead Michael Bilik: Analyst - Integrations Richard Gomez: Product Manager Aruna Vinod: Sr. Analyst - Quality Demetrios Papacharalampos: Developer Sheri Missner: Senior Project Manager Paul Macaluso: Senior Operations Analyst</p> <p>This team is responsible for supporting our customers in the following areas and more:</p> <ul style="list-style-type: none"> • Leading and managing end-to-end integrations for NAPA IBS customers. • Integrating eCommerce platforms such as Ariba, Coupa, Jaeggar, AConnex, WHI, etc. • Implementing many eCommerce formats such as:

		<ul style="list-style-type: none"> • cXml • EDI ANS x.12 • .csv • .pdf • email <p>• Implementing a multitude of eCommerce transactions such as:</p> <ul style="list-style-type: none"> • Electronic Orders from customer to NAPA • Electronic Acknowledgements to Customers • Electronic Invoices to Customers • Electronic Payment/Remittance from customer to NAPA • Integrating Fleet Management Software platforms with NAPA's IBS HUB for IBS customers. <p>In addition to direct integrations, we also offer unique specialized technology and internet tools that are built into the IBS system, including:</p> <p>PULSE - Market Inventory Classification System - This tool is used by NAPA to list most vehicles in a fleet and find/stock all applicable replacement parts. This tool will aid NAPA in maintaining the right mix of inventory for our customers.</p> <p>ProLink Connectivity - NAPA can provide any PC located in our customers facility access to NAPA ProLink. This is an internet-based tool to check inventory levels, costs, etc. on parts stocked in the Full-Service Shop and Self- Service Shop (www.napaprolink.com).</p> <p>FleetCross - Medium/Heavy Duty OE/Aftermarket E- Catalogs - NAPA can provide our customers facility with access to FleetCross on the web (www.fleetcross.com). NAPA will utilize its contract with FleetCross to provide IBS stores customized parts and service referencing systems for many OE vehicles, equipment, and parts.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DEI Awareness and Accountability Across the Entire Organization.</p> <p>We sponsor an array of Business Resource Groups (BRGs) to promote engagement and help create a more inclusive workplace. The BRGs encourage teammates to explore diversity issues in a safe environment and embrace their differences. In 2022, we expanded our commitment to the BRGs. As they develop and expand, they are communicating with and connecting to our teammates and communities in four key areas:</p> <ul style="list-style-type: none"> • Engaging and developing group members who seek leadership positions within their group or across the company. • Increasing our diverse pipeline of candidates and helping identify teammates for promotion within the company. • Connecting their work to our business and sustainability initiatives and priorities. • Sharing their perspectives with leaders on corporate-level goals, decisions and policies. <p>A full listing of GPC's Business Resource Groups can be found within our attached sustainability report on page 43.</p> <p>While Genuine Parts Company is a publicly traded company, we do work with a vast amount of local and national partners, including WMBE, SBE, MBE, and VBE. Listings and certifications for these vendors can be provided upon request, with permission from the servicing company.</p>
50		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Genuine Parts Company is a publicly traded company. Our IBS network of supply chain partners includes local Minority Business Enterprise companies within operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.</p>

51		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Genuine Parts Company is not a Woman Business Enterprise. We are a publicly traded corporation. However, our IBS network of supply chain partners includes local WBE businesses in many operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
52		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Genuine Parts Company is not a Disabled-Owned Business Enterprise. We are a publicly traded corporation. With the IBS model, we are able to work directly with DOBE companies to support our customers. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
53		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Genuine Parts Company is not a Veteran-Owned Business Enterprise. We are a publicly traded corporation. However, our IBS network of supply chain partners includes local VBE businesses in many operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Genuine Parts Company is not a Service-Disabled Veteran-Owned Business. We are a publicly traded corporation. With the IBS model, we are able to work directly with SDVOB companies to support our customers. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Genuine Parts Company is not a Small Business Enterprise. We are a publicly traded corporation. However, our IBS network of supply chain partners includes local SBE businesses in many operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
56		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Genuine Parts Company is not a Small Disadvantaged Business. We are a publicly traded corporation. With the IBS model, we are able to work directly with SDB companies to support our customers. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
57		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Genuine Parts Company is not a Women-Owned Small Business. We are a publicly traded corporation. However, our IBS network of supply chain partners includes local WOSB businesses at many operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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58	Describe your payment terms and accepted payment methods.	<p>Our contract payment terms for parts purchases and operational expenses as part of our IBS services are Net 30th. On a monthly basis, we deliver parts billing and operational cost billing as part of our services to our IBS contract customers. NAPA IBS is highly flexible in accepting payment options. We are able to integrate with most enterprise billing systems through our industry-exclusive IBIZ custom billing platform. NAPA is able to bill according to customer specifications, but at a minimum of monthly for both parts and operational expenses. The standard policy for all of our customers, and in the industry, is to accept payment via one of the following methods:</p> <ul style="list-style-type: none"> • Check payment • ACH • Wire transfer <p>Specific payment options are one of the core points that are detailed in our individual contracts with Sourcwell members.</p>	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>NAPA's standard lease and financing options for Tools & Equipment are available to all Sourcwell members, including educational and government entities.</p>	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>All transaction documents are captured electronically within our IBS HUB system and are available upon request. Detailed data for every part request includes ordering technician, unit number, work order number, part description, quantity ordered/billed and more. Transaction examples are included within the documents upload segment of the RFP for review.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Our NAPA IBS operations typically do not accept p-cards for payment on our monthly parts statement or monthly operations charges statement. We do make exceptions where customers are required to pay us via p-cards. However, since our NAPA IBS operations bill customers for all operating costs incurred in our services, we will be required to bill back any p-card service charges incurred by our IBS store operations on the monthly operating statement bill. For this reason, most NAPA IBS customers do not use their p-cards for our monthly billing, as we would bill back any service related charges.</p>	*

<p>62</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Sourcwell members that elect to use the Sourcwell NAPA IBS Contract have four options for pricing models based on our on-site vendor managed inventory model.</p> <p>Pricing Option 1: No Markup Goods Pricing/Management Fee</p> <ul style="list-style-type: none"> • Goods are sold to Participating Entity at no markup over NAPA's acquisition cost • Operating expenses are billed to Participating Entity • Separate management fee charged to attain a 10% return for NAPA on the sale price of goods <p>Pricing Option 2: Not-to-Exceed 10% Margin Model</p> <ul style="list-style-type: none"> • Goods are sold to Participating Entity at a 10% gross margin over NAPA's acquisition cost • Operating expenses are billed to Participating Entity • NAPA's return is built into the price of the part so no separate management fee is billed <p>Pricing Option 3: Not-to-Exceed Pricing Profile #9074 / 25% Margin Model</p> <ul style="list-style-type: none"> • NAPA branded goods are sold to Participating Entity on NAPA Pricing Profile 9074 (details available upon request) • Non-NAPA sourced goods are sold to Participating Entity at a 25% gross margin over NAPA's acquisition cost • All Operating Expenses are paid by NAPA and not billed to Participating Entity • All cost and return are included in the price of the part, so Participating Entity only receives one consolidated statement <p>Pricing Option 4: Not-to-Exceed 11% Markup Model</p> <ul style="list-style-type: none"> • Similar to pricing option 2a of the current contract, but goods are sold to Participating Entity at an 11% markup over NAPA's acquisition cost (as opposed to gross margin) • Operating expenses are billed to Participating Entity • NAPA's return is built into the price of the part so no separate management fee is billed
<p>63</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>NAPA IBS is a VMI service. The products we procure are a function of the services we provide. One of the top priorities of the program and most impactful services we conduct is to facilitate and negotiate ways to reduce the acquisition cost of our products, which in turn represents the discount our customers receive. Competitors who offer specific discounts often do so with no mention of the original cost of the part, resulting in higher prices that appear to be a good deal. Because parts in the IBS model are priced based on acquisition cost, all discounts we negotiate with our vendors are automatically passed on to our customers and we don't have to incur markups on products that are sourced internally.</p> <p>Here is how we arrive at our acquisition costs:</p> <p>For Non-NAPA, or sourced, products (non-NAPA branded goods - i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc., the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. NAPA IBS currently works with thousands of national brands and holds a national database of pricing for our customers as a comparison of the pricing offered by local, regional and national vendors to their project.</p>
<p>64</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Based on our cost-based model, we do not provide rebates as part of a volume program with our IBS customers. We are an aggressive advocate for cost reduction on parts for our vendor managed customers. Any negotiated discounts are included at the invoice level and realized at the point of sale. Parts are sold to our customers based on acquisition cost and the pricing model selected at contract. The true cost savings for the customer is encumbered in the total solution of NAPA IBS - cost savings come from buying parts and supplies at the "after discount" price net acquisition cost on parts, inventory reduction and/or acquisition, transaction cost reductions, and shop productivity.</p>

<p>65</p>	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</p>	<p>The NAPA IBS program offers a brand-agnostic approach to stocking parts rooms that gives each customer the choice of what combination of OE and aftermarket brands and product lines they want us to stock. Aftermarket parts have become a crucial savings vehicle for many Sourcewell members so our Sourcewell customers benefit because we are a direct supplier of these items that comprise a significant portion of their spend. For products that are outside of our supply chain or that are simply preferred by fleet or facilities management, we have a large automotive and non-fleet vendor network that we can turn to. We regularly source PPE products, outside repair work and other non- traditional inventory requests for Sourcewell customers across the US and Canada and we don't add any additional markups for doing so. The pricing model that we have in place applies to any part we stock regardless of the source. With NAPA IBS, the goal is to build an inventory that fits the customer, not one based on our preferences or agenda. Furthermore, we provide transparent invoices from all suppliers so our customer can see acquisition costs and make smart purchasing decisions. Due to our affiliation with NAPA, we do have the important ability to source a vast selection of parts from our internal supply chain, saving the customer significant dollars when they choose to go that direction. We work with 2,000+ outside vendors to source parts for our Sourcewell customers today, but the cost savings offered by supplying NAPA parts makes NAPA the number one stocked brand across our IBS parts rooms. Stocking NAPA parts offers a dramatically reduced acquisition cost versus what our competitors pay for the same parts. Vendors without this internal supply chain pay and pass on to the customer multiple markups on aftermarket parts. Finally, our national footprint creates buying power with our suppliers that reduces overall acquisition costs, and therefore final pricing, but it also guarantees one more thing: The potential loss of a large customer in the IBS world would not have an impact on our ability to achieve the best pricing and service from our suppliers, adding stability to our service that not all competitors who rely on just a few large accounts can provide.</p>
<p>66</p>	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Additions to total cost outside of our acquisition costs may include requests for projects such as IT projects, special freight requests, customer equipment purchases, third-party involvement agreed to by the customer, or overtime charges that come up as part of our agreement. Those expenses are 100% verified and agreed to by a customer before they are ever billed or charged as part of our services. We have witnessed many cases where competitors charge additional fees that raise the overall cost of services, but we do not charge any of the following through the NAPA IBS program:</p> <ul style="list-style-type: none"> • Standard mobilization or installation costs • Internal freight • Technology integration costs on solutions we already provide • Markups on operating expenses <p>We provide transparent and accurate costs of our program up front and throughout our contracts. Our pricing model stays consistent throughout the contract and can be easily amended for the changing needs and scope changes from any Sourcewell members.</p>

67	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>As part of our IBS services, the only freight or shipping costs come in the form of special order parts and supplies as requested by the customer. For example, if we have a specific application part that is an emergency and the only supply for that particular part is from a vendor in another state we provide the customer with a freight approval for and will only ship upon approval from authorized Sourcwell IBS customer approver. Freight and shipping on special order items is billed to customer on the itemized operating statement on a monthly basis and is billed at cost with no markup. In addition, freight for these special order items is included on our invoice along with the part for auditing and tracking.</p> <p>NAPA branded parts are primarily supplied from our closest NAPA Distribution Center at no freight charge to the customer. Our NAPA Distribution Centers are available for parts supply 7 days per week for our On-site NAPA IBS stores. Nightly freight deliveries to IBS locations are available on Monday-Friday with special pickups and deliveries on weekend. We also handle a wide array of local, regional and national non- NAPA vendors. Our goal is to have a vast majority of stock on hand to avoid freight charges.</p> <p>We work with all vendors to deliver us parts at cost - with no separate delivery charges.</p>	*
68	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>NAPA IBS has no requirements or restrictions for Alaska, Hawaii or Canada within the services in our RFP response. NAPA IBS has brick and mortar warehouse locations and employees in Anchorage, Honolulu and throughout Canada, as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently do provide services outlined in this RFP.</p> <p>NAPA also has export distribution centers on the West Coast (Sacramento) and East Coast (Miami) that already have international logistic channels of distribution in place that can expand our services proposed in this agreement to the Caribbean, Central America, South America, and the South Pacific (including Guam).</p> <p>Since we have brick and mortar store and warehouse operations in Alaska, Hawaii and Canada, they will have the exact same benefits as all other 48 states. Since they are part of the Genuine Parts Company family and NAPA network - NAPA branded products are delivered at the same cost as the mainland US. Freight and shipping for special order parts and parts not available through local and regional vendors would be vetted the same as in the 48 mainland states. Freight charges would be on an approval basis from customer on special order and national vendors. Genuine Parts Company owns our own private fleet company in Rayloc Merchandise Distribution Services (RMDS). RMDS provides transportation solutions for all of GPC's U.S. based companies. RMDS is often called upon to deliver weather related emergency relief supplies and provide solutions for any other special projects the GPC family orchestrates. RMDS is headquartered in Atlanta, GA and has cross-dock facilities in Atlanta, GA, Cedar Rapids, IA, Charlotte, NC, Hagerstown, MD, Indianapolis, IN and Memphis, TN. RMDS logistical services are available to Sourcwell members and upon request, our logistics professionals review opportunities and work towards value-add solutions. Because we have our own distribution network, we are able to significantly lower the cost of freight for our Sourcwell member customers.</p>	*
69	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>NAPA IBS has several unique offerings within our contracts that provide procurement and service solutions to our customers, including:</p> <p>Brick-&-Mortar Infrastructure:</p> <p>We have an unparalleled existing infrastructure of distribution and current VMI solutions across the US and Canada. With more than 6,000 retail stores, 52 major distribution centers, 55,000 employees and 450+ current IBS VMI operations active today, our ability to provide these services quickly, effectively and on budget is unmatched.</p> <p>Product Diversity:</p> <p>Our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including:</p> <ul style="list-style-type: none"> • 725,000 SKUs of NAPA branded parts • 4 Million SKUs of MRO, Industrial, Office and other products 	

through Motion Industries

- More than 2 million through our network of 2,000+ external supplier partners

Off-site Inventory Services:

Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution. In these cases, we are able to manage inventories remotely through our IBS HUB consignment program. Having consignment or off-site inventory loaded into our technology allows us to monitor what has been used, what needs replenishment and what to bill the customer for. Periodic manual counts will be conducted by NAPA IBS personnel to reconcile all unmanned satellite locations and consignment inventories. This offsite inventory management also applies to customer mobile units and service vehicles that carry emergency inventory that is not held at a specific brick-and-mortar location.

Hub and Spoke Services:

In some cases, we have customers that have multiple sites but do not require staffing at all locations. In these cases, we can model a hub and spoke inventory management system using people, technology, bar coding and standard operating procedures to accomplish the parts management goals of our customers. The unique nature of NAPA's brick and mortar operations, 52 master distribution centers and 6,000 retail outlets, gives NAPA a unique ability to source both NAPA and non-NAPA parts and supplies for our fleet customers, as well as deliver those products in an expedited manner leveraging our dedicated brick and mortar assets and logistics. This allows us to keep staffing costs in check and provide manned and unmanned services to fleets that are mobile or geographically broad in nature. The fact that we have so many brick and mortar sites and daily delivery to these sites, along with 450+ dedicated vendor managed inventory sites (NAPA IBS) allows us to give our government/education customers unparalleled service and availability.

Virtual Inventory Exchange Warehouse (VIEW):

NAPA IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts.

Electronic Vending Machine/RFID Solutions:

We work with multiple suppliers of vending technology including vending machines and RFID solutions to address specific non-manned solutions. In these cases, we build the standard operating procedures and cost/benefit analysis for customers to use this technology to decide if it is the proper fit.

MRO Warehouse Supply Management:

In addition to fleet supplies, many of our municipal customers ask us to use the same technology, staffing, and inventory tools we do in fleet-related operations. We have the capabilities and vendor relationships to add this as an added value service to our IBS operations. We currently hold Sourcwell contract #121218 for MRO inventory management.

Technology Solutions:

With our dedicated IBS headquarters team, we also have the ability to partner with the billing, finance, and management of fleet and government/education fleet operations to work on custom integration solutions for their fleet or enterprise procurement platforms - all meant to drive transactional efficiency and cost reduction in the day to day process of ordering parts and supplies.

		<p>Custom Technician Training Solutions:</p> <p>We are dedicated to helping productivity in the shop through shop training - paced at the speed of the shop. Whether it is on-line, on-site or classroom study, NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge.</p> <p>www.NAPATraining.com</p>
70	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>NAPA Integrated Business Solutions employs an in-depth, multitiered audit system that extends from self-audits to third-party corporate governance.</p> <p>Self-audit Process/Program:</p> <p>NAPA IBS manages a similar process with audits on all 450+ IBS contracts nationally.</p> <p>Corporate Auditing and Governance:</p> <p>As a publicly traded company, Genuine Parts Company is guided by Sarbanes- Oxley corporate governance and auditors as part of our public responsibility. Our business units in all company operations, including NAPA IBS, are audited regularly.</p> <p>IBS Corporate Auditing:</p> <p>Genuine Parts Company supplies each of our IBS locations with 3rd party inventory auditing contract inventory teams - per Sarbanes Oxley regulations. Each Sourcwell/NAPA IBS customer agreement will include monthly monitored electronic tracking of all customer purchases handled through our NAPA Headquarters in Atlanta, GA. The contracts will be subject to a quarterly compliance business review with involvement from the contract owner (GPC or independent dealer) and the customer and will be signed off and logged at NAPA Headquarters) for compliance. NAPA Internal Audits: NAPA internal audits occur at a minimum twice a year before and after our interim write off period. Stores scoring less than 85% will get re-audited to ensure the non-compliance items are corrected. GPC Internal Audit and NAPA team members use the national "APG Store Loss Prevention Review" guidelines to randomly select and audit stores and to discuss results in detail with management and senior leadership. Due to the random nature of these audits, we are unable identify the frequency. The regular NAPA audit is used to ensure a location is ready for GPC internal Audit. NAPA external audit is conducted by EY and assisted by Moore Colson. These audits require quarterly, interim and annual support and are reviewed by GPC Sr. Leadership and used to sign off on the company financials and 10K documentation.</p> <p>Parts Pricing and Operations Statements Compliance:</p> <p>Our HQ's IBS operations department listed in this response produces and reviews month end contract compliance reporting to ensure each customer's prices match their specific agreements and with any deviation reported to the operations for corrections. This team performs quarterly pricing reviews along with our local operations to ensure our customers receive contract pricing per our agreed Sourcwell contract. Our on-site point of sale system will be the system of record for all transactions, and we have dozens of daily, weekly and monthly reporting available to any IBS customer for contract compliance. In many of our IBS sites, we are very familiar with contract compliance and audit measures, so our team is seasoned to report and audit our operations. This transparency is reflected in our IBS Sourcwell contract agreement attached. As a rule, in many of our IBS contracts, we provide a specific market basket of products to our customer with specific margins and costs to ensure compliance, typically on a quarterly basis. Our customers may pick the parts from parts acquired in the contract and may ask us to do an analysis on our contract price versus the price charged. We then produce specific reports and billing showing specific contract price to ensure compliance. The audit needs of our Sourcwell contract customers may differ so we write the information requirements specifically in our contract language. NAPA IBS operates within a transparent government and education fleet</p>

		<p>environment every day and takes price compliance very seriously. In addition, all IBS customer purchases are stored and protected in our GPC secured network daily. Purchases are held in two separate secure corporate servers/data warehouses and preserved for the term of the contract for internal and external audit purposes.</p> <p>Sourcewell Marketing Requirements:</p> <p>In regard to marketing and advertising requirements, our GM of IBS will assign the designated IBS Marketing Coordinator to ensure the IBS website has the most current Sourcewell marketing materials posted and maintained monthly.</p>
71	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>The following items are specific, trackable metrics that, if awarded this contract, we will use to measure our success in growing our Sourcewell footprint through the IBS program.</p> <p>Contract Renewals:</p> <p>The ability to renew our existing 150+ Sourcewell IBS contracts through the term of the new contract means customers are happy with the program and partnership we have built and guarantees future revenue for NAPA and Sourcewell.</p> <p>Existing IBS Contract Conversion:</p> <p>We make a concerted effort to promote the Sourcewell contract to our existing standalone customers as a way to continue their service with us without having to issue an RFP. Converting non-cooperative contracts to Sourcewell is a great way to grow our success.</p> <p>New Sourcewell Contracts:</p> <p>Acquiring new government fleet customers through the implementation of the Sourcewell IBS contract is the most impactful way to grow NAPA's and Sourcewell's business simultaneously.</p> <p>Customer Satisfaction Surveys:</p> <p>Every quarter, our local management teams meet with every IBS customer to discuss key wins, opportunities for improvement, and the state of the relationships. Following each of these reviews, the customer submits a satisfaction score that is tracked by NAPA Headquarters. The scores our Sourcewell customers give us are a strong indicator of our ability to deliver on the promise of what we offer.</p>
72	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>NAPA IBS proposes a 1% fixed percentage fee paid to Sourcewell based on monthly total net sales of the IBS to the Sourcewell contract customer, on all IBS contracts using the Sourcewell contract as a procurement vehicle. This fee would be payable to Sourcewell on a quarterly basis directly from NAPA headquarters, regardless if the Sourcewell IBS contract was through a company or independent location.</p> <p>NAPA HQ will handle the sales tracking, reporting, audits, and fee disbursement. The 1% fee will be paid by NAPA Headquarters directly to Sourcewell - none of these fees will have an economic impact on the actual end user IBS Sourcewell customer. These payments to Sourcewell will not reflect in the price of the parts or services paid by the IBS contract customer.</p>

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NAPA's not to exceed pricing models are industry leading for the value offered by NAPA's Integrated Business Solutions. Unparalleled value-added benefits of the NAPA IBS program cannot be imitated. Our customers choose to partner with industry leading parts, people, and pricing they've come to expect from NAPA.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>NAPA Integrated Business Solutions (IBS) is a customized on-site (or off-site) vendor managed parts and supplies inventory management program offered by NAPA Auto Parts under the trademark name Integrated Business Solutions. Genuine Parts Company/NAPA has engaged in this specific service offering for more than 30 years. In the simplest form NAPA IBS is a service for fleet customers in any government segment (State, DOT, City, County, Utility, Federal, etc.) or education segment (Higher Education and K-12) where the customer has a need to more effectively manage the parts, supplies and materials it takes to maintain their fleet vehicles. NAPA's on-site store program provides the following benefits:</p> <ul style="list-style-type: none"> • On-site, vendor managed, inventory consisting of commonly used items. These items are purchased and held at NAPA's expense and are charged to the customer only when used for a given maintenance or repair. • Dedicated staff providing on-site parts related services. • Procuring, stocking, and issuing of automotive parts including both NAPA branded and non-branded items. • Work order system integration to ensure parts and equipment are timely and accurately charged to vehicle maintenance and cost records. <p>These services greatly reduce the involvement of agency personnel in the acquisition and administration of parts enabling improved departmental focus on core functions and responsibilities.</p> <p>Today, NAPA IBS operates over 450 on-site locations for multiple government and private fleet and warehousing operations in the US and over 20 sites in Canada. Each IBS contract is unique because each fleet we service has different hours of operation, different vehicles, varying ages of vehicles, and unique staffing situations. no two fleets are the same. Each IBS location is customized for the government/education customers business. We start with a fresh scope of work and use industry best practices as benchmarks, then build a customized service and store structure around the government agency's needs (people, vendors, services, hours, space, and inventory).</p> <p>NAPA IBS works with government administrations, procurement and fleet operations to develop a custom contract and scope of work. Once contract terms are agreed to, we mobilize staffing, inventory, standard operating procedures, billing processes and regular contract compliance reporting. When onsite, NAPA IBS manages any product our customers need us to handle (NAPA and Non-NAPA Automotive/Truck/GSE Parts, OE parts, office supplies, safety material, tires, bulk fluids, and more).</p> <p>Under the Sourcwell agreement, the NAPA IBS store will be physically located within the customer's fleet shop or facility. However, NAPA IBS may offer an off-site model should the customers location not be an option. NAPA will staff the location with full-time employees dedicated to that customer. NAPA will work with the customer's personnel to identify existing inventory with low utilization and will provide management with recommendations for disposition. NAPA will then procure commonly used items and supplies used by the agency, at its own cost, to stock the On-Site Store. NAPA's assigned resource will be responsible to procure all automotive and heavy truck related items, whether or not these are available through NAPA or through any other source. All items, whether issued through the On-Site Store, or</p>

procured by NAPA on the agency's behalf will be entered into the agency's work order management system.

Our current Sourcwell customers have experienced immediate benefits leveraging a cooperative contract to employ our onsite location service.

Included Benefits:

- Contracting Speed and Simplicity - Every government entity wants to be able to build contracts and solutions that meet their specific needs and working through Sourcwell and NAPA IBS they have been able to do that while avoiding a laborious and expensive RFP process. Especially in a year of pronounced operational difficulties and global crisis, solutions like this one have helped governments get the help they need more quickly and efficiently.

- Immediate Inventory Reduction - NAPA IBS owns the parts supply and inventory. In many cases, we buy the existing non-obsolete parts the customer stocked prior to IBS, relieving them of the inventory investment. Then we add additional inventory on NAPA's investment to support the fleet and improve fill rates. NAPA IBS stores sell our contract customers parts and supplies as they need them - on-demand. dramatically reducing the expensive world of owning and managing inventory. The customer only pays for the part when they use it.

- Staffing - NAPA IBS provides the staff to run the parts operation during the hours the customer needs us. This staff is 100% dedicated to their contract customer and will also be available to cover the parts operation after hours and in emergency situations if needed).

- Transaction Cost Reduction - NAPA IBS works with fleet departments and procurement departments to reduce the number of transactions by reducing paperwork and reducing the vast number of vendors usually servicing a fleet. We source from all vendors NAPA and non-NAPA and provide our customers with one bill at the end of the month. By consolidating the monthly parts bill into one statement, our customers experience a big transactional cost savings reduction by paying one bill versus hundreds.

- Technology Advances - NAPA IBS also works to reduce transactional time and cost by integrating our exclusive IBS HUB point of sale system with existing fleet and warehousing software systems. By integrating with a fleets existing software platform, we help them leverage a major investment they have made in their fleet software and fully utilize the billing, reconciliation, work orders, and reporting available in their software. Most importantly, it ensures that all parts and supplies used in the shop get billed to a proper work order - allowing our customers the auditability of what they do in their fleet operations. NAPA seamlessly integrates with dozens of the most popular systems on the market (including Assetworks - Fleet Focus, FA, M5, Faster, RTA, Dossier, Chevin).

- Shop Productivity Improvement -- NAPA IBS on-site store handles the day-to-day productivity killers (parts management, paperwork, cores, defects, warranties, new part returns). A very important part of our service is providing regular reporting of on-demand fill rates. Between inventory management, customized min-max services and our nationwide vendor network, NAPA IBS builds a transparent, auditable inventory plan with our customers that builds in specific KPI's and benchmarks for on-time parts delivery to the technicians. Our goal with this is to eliminate the expensive downtime in a shop spent waiting for parts delivery in the traditional parts procurement system. Our goal is to help the government/educational customer by keeping technicians turning wrenches through having the proper inventory on hand, providing parts pickup and service to ensure the shop receives parts on time, while working directly with thousands of global vendors.

Within the scope of these services, we are able to source, manage and provide a vast array of product categories from our internal and external supply chains to be a single-source supplier for Sourcwell customers. Some of the products we regularly supply include:

- OE & Aftermarket Automotive Parts
- Light, Medium & Heavy Duty Truck Parts
- Off-Road & Construction Equipment
- Marine Parts & Equipment
- Transit-Specific Parts
- Agriculture Parts
- Tires
- Fluids & Chemicals
- Shop Supplies
- MRO Products
- Chains
- Tools & Equipment

		<ul style="list-style-type: none"> • Lifts & Jacks • Vehicles • Hydraulics • Janitorial Supplies • Office Products • Paint • and more <p>We offer such a breadth of sourced and internal NAPA goods to provide our government customers a perfect mix of OE and aftermarket options. Our role is to provide fleets with options that allow them to select the products they need while meeting quality, warranty, price and availability criteria, regardless of brand. The choice of products remains in the customers hands.</p> <p>While we work with more than 4,000 manufacturers and distributors, we are supported by the full Genuine Parts Company distribution network, including NAPA Auto Parts, Motion Industries, and Traction Heavy Duty Truck Parts.</p>
75	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>In addition to our on-site Vendor Managed Inventory model, we also offer customized off-site distribution options to meet customer performance expectations. These services provide repair parts, fluids, tools and repair equipment. NAPA IBS has the ability to not only utilize our own delivery capabilities but add services through Door Dash to exceed customers logistic needs and keep them operating well above required readiness levels. Subcategory titles would include site direct, off-site options, Tools & Equipment, and Logistic Warehousing capabilities.</p> <p>Additional subcategory outline of services/solutions NAPA IBS can provide within this RFP are outlined as follows:</p> <ul style="list-style-type: none"> • Vendor managed fleet parts management services - aftermarket, OE parts, tires, related supplies, paint, tools and equipment • Vendor managed facilities Maintenance, Repair, and Operating (MRO) warehouse management services - including building materials, industrial materials, school supplies, office supplies. • Repair and diagnostic tools and equipment for fleet operations • MRO replacement supplies for facilities, schools, non-profits, housing authorities, transit agencies • IT services for fleet and MRO facilities - including warehouse enterprise software integration, consulting, fleet software integration, data management • Parts and MRO supplies using vending machine solutions -based on customer need • Off-site inventory vendor managed services - manned and unmanned • Parts and warehouse staffing services • Inventory management analysis • Exclusive online parts ordering via NAPA ProLink, customized punchouts or software integrations • Fleet metrics reporting • Public Works/Water Management Supplies • Building & Construction Supplies & Materials • Supply Chain Services

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Solutions	Offered *	Comments
76	Vendor Managed Inventory solutions, such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Value add items provided by NAPA IBS within this solicitation is our network of suppliers, customers, contracts and people. Today, we staff over 400 IBS fleet operations with well over 1,500 dedicated vendor managed on-site staff in our US operations. Our track record of driving cost out of fleet-related and warehousing operations stems through four main avenues: inventory management, staffing,

transaction cost reduction and shop productivity. Each of our 400+ US sites are unique. Today NAPA IBS owns and maintains over \$200 million in parts inventory for hundreds of thousands of fleet vehicles.

NAPA IBS specializes in Vendor Managed Inventory services (VMI). Customized Supply Chain Management Solutions.

- Complete inventory analysis of parts, supplies, tires, chemicals, fluids and much more
- Obsolete inventory reduction planning and dispersal services
- State-of-the-art barcoding of all inventory regardless of vendor
- Electronic min/max establishment and regular review to ensure specific fill rates

Transaction Cost Reduction

- NAPA IBS deals with hundreds of vendors and the customer only receives one monthly statement for parts
- IBS can assist with reduction of paperwork through monthly invoice reconciliation services
- The goal: Delivering streamlined paperwork and reduction of effort for accounting/billing

Technician Training - NAPA IBS Exclusive

- NAPA exclusive: Online technician skills assessment
- NAPA Training exclusive: Over 200 online tech training modules
- NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes
- ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification

Fleet Software Integration - NAPA IBS Exclusive

- Seamless integration of customer's fleet management system with our IBS HUB inventory management system
- This is full-scale integration, not just a data dump
- Our staff insures all requested and billed

				<p>parts are on work orders</p> <ul style="list-style-type: none"> • Full-time national IT support for IBS operations - including customized IT solutions Contract Compliance Reporting - NAPA US IBS Exclusive • Customer Summary Report - daily overview of parts operation efficiency. • Daily Status Report - work orders fulfilled, unfulfilled and pending. • Parts on Order/Unit Status Report - gives fleet manager view of all pending parts on order relative to specific pieces of equipment, including ETAs. • Daily Transaction Report - detailed data of each part requests including ordering technician, unit number, work order number, part description, quantity ordered/billed and more. • Vehicle Out of Service Report - shows number and percentage of fleet units current down waiting for parts. • Fill Rate Report - SKU- specific actual fill rates per contract KPIs. • Cost Comparison Detail Report - SKU-level daily report showing last paid cost versus previous cost. <p>We are best-in-class on the training of our people and our customers and pride ourselves in transparency and driving results for fleet and maintenance repair operations.</p>
77		Parts, fluids, equipment, and supplies for vehicle, truck, fleet, and warehouse operations	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Today, Supply Chain Solutions with NAPA IBS offers more than 2.2 million repair parts, fluids, equipment, and supplies for fleet repair services, as well as more than 4 million MRO and industrial skus.</p>

*

78		On and off-site storage, service, and parts room operation, management, and staffing	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Being a customized supply chain solution, NAPA IBS manages on and off-site operations to service multiple industries. Several of our models include both on and off-site models for the same customers, offering a hybrid capability to maximize efficiency.</p> <p>Off-site inventory services - Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution. In these cases, we are able to manage inventories remotely through our IBS HUB consignment program. Having consignment or off-site inventory loaded into our technology allows us to monitor what has been used, what needs replenishment and what to bill the customer for. Scheduled inventory counts are conducted by NAPA IBS personnel to reconcile all unmanned satellite locations and consignment inventories. This offsite inventory management also applies to customer mobile units and service vehicles that carry emergency inventory that is not held at a specific brick-and-mortar location.</p>
79		Performance reporting, and data and technology analysis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>NAPA IBS has invested in our own dedicated point of sales system (HUB) to capture all reporting needs for our customers.</p> <p>Our performance standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. We work hard to customize a solution that works for each individual customer, but the following is a list of some of the most common standards and guarantees that we implement and track:</p> <ul style="list-style-type: none"> • Performance

standards, goals and KPIs of operating IBS parts rooms are tracked and can be reported through our IBS HUB system, which is an exclusive capability of NAPA IBS. The system provides regular and on-demand reporting on the following to communicate our operation successes and areas of improvement to customer management:

- Parts Fill Rates
- Daily Service Metrics
- Inventory Special Order Tracking
- Down Vehicle Time & Percentage
- Inventory Readiness
- Parts Cost Comparison

We have included an upload of the sample IBS HUB KPI report in this section of the supplemental document upload portal.

- Regular contract compliance audits will be conducted to ensure operational accuracy.
- We have invested in a digital business review portal that schedules, tracks and stores business reviews with every IBS customer on a monthly or quarterly basis. It also communicates results to the customer and solicits feedback and ratings from them so we can measure our performance from the customer's perspective.
- We provide product choices for our customers. Whether NAPA parts or parts sourced from other suppliers, we will stock the parts that fit the customer's operation and preferences best.
- We possess a local footprint in any area we operate. This allows us to provide backup inventory, staffing and distribution support in any situation without long wait times, expensive freight or mobilization charges.
- We have industry leading technology capabilities to support our Sourcwell member partners that we can customize to meet their ordering, billing, payment and reporting needs.
- Orders placed

*

				<p>manually or directly with our parts staff will be addressed immediately upon request.</p> <ul style="list-style-type: none"> • Orders placed electronically will be acknowledged in our system immediately and will be addressed by our parts staff within 30-60 minutes. • Where applicable and/or required, our parts staff and management will be ASE trained and/or certified. • All parts sold to customers will meet or exceed OE or equivalent specifications or will satisfy the required specifications of the individual Sourcewell member customers • Warranty eligible products will be identified, tracked, processed and credited through our IBS HUB inventory management system. When a technician brings a warranty product to our parts counter, we will know on the spot if it is eligible and will issue credit as appropriate, then work with the supplier to resolve the warranty. • All staff involved in IBS operations will be fully trained and knowledgeable on required parts, vendors and technology required to excel at the position. • Our contracts have the ability to be terminated by our customers if we are ever not meeting expectations. Most contracts have mutual 60-day termination clauses and language pertaining to our failure to meet obligations is negotiated on each individual contract.
80		Fleet and facility software integration and data exchange	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In addition to Line Item #79, IBS HUB by NAPA is the keystone for multiple fleet and facility software systems. Our HUB program has full integration capabilities with Assetworks, FASTER, and RTA to name a few.</p> <p>Our IBS sites offer a more in-depth digital solution to on- and off-site customers who want to order from us</p>

				<p>electronically. Integrating a shop's fleet software system into our inventory management and point-of-sale platform allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.</p> <ul style="list-style-type: none"> • Enterprise E-Procurement: <p>NAPA IBS has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Katera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.</p>
81		Emergency response services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In the event that a disaster or emergency strikes a Sourcewell customer location, our local management teams are prepared to meet the challenges associated with this type of situation and have lived through them with your members over the history of the IBS</p>

program. The following are a few examples of real emergency situations we have handled recently:

Hurricane Laura - Louisiana

- Category 4 storm in August 2020 that destroyed all local merchant channels, including area NAPA stores, across a large geography.
- Large utility fleet and IBS customer designated as first responder and tasked with restoring the local electric utility infrastructure after the storm.

Parts/equipment support needed for thousands of dispatched employees.

- NAPA provided personnel support within 24 hours, sourced from our surrounding distribution centers and stores that were still operational.
- Within 48 hours, NAPA had implemented tractor trailers as mobile parts and supplies vehicles that provided on-site support throughout the impacted area.
- NAPA remained involved on-site with our IBS customer to support their efforts until the restoration of the local infrastructure was completed.

COVID-19 Pandemic:

- Global pandemic arising in the US in 2020.
- Several IBS government fleets and Sourcewell users designated as first responders needing emergency backup staffing and parts support while maintaining operational safety.
- Fleet and safety/PPE products were sourced and available for use by all first responders and all on-site personnel safety measures were strictly followed.

• K-12 school district customers were shut down completely, leaving staff at potential risk of unemployment. NAPA IBS reallocated personnel to working operations in our retail and IBS network and provided consulting for fleets on how to retain staff in other functions.

COVID-19 Pandemic - Ventura, CA

• PPE supplies unavailable throughout the state during initial spread in March 2020.

• NAPA IBS sourced supplies from outside sources for the City of Ventura, a Sourcewell member customer, including 110 gallons of hand sanitizer and disinfectant. Ninety five percent of all parts requests are supplied within 24 hours of request, and eighty five percent are issued on demand. In all emergency cases, it is our job to provide backup or increased staffing, after- hours support and on-demand distribution for governments across the US and Canada. Early on in the COVID-19 pandemic NAPA was identified as an essential business in support of first responders and emergency operations and it has been our brick-and-mortar distribution infrastructure that has allowed us to serve them as well as we have. When an emergency hits, we stock up on the products that we know our customers will need, whether tires, snow removal equipment, light bulbs, PPE supplies, customers won't run out when it matters most.

Also, because of our national footprint and distribution foundation, we can promise that no individual emergency will take away our ability to support Sourcewell members. We always have the capability to source from approved vendors if a location is

affected. While we will always respect and defer to the customer's emergency policies, GPC has a detailed Emergency Plan in place that establishes procedures to mitigate the effects of a disaster in an effective and efficient manner. Our staff is fully trained and have experience serving our customers, managing media and training others in the following cases and more:

- Flooding
- Hurricanes
- Fires
- HAZMATs
- Power Outages
- Snow/Ice
- Tornado
- Pandemic Outbreak

Upon opening a new IBS location, our management team will work with our customers to define the critical processes and the minimum staffing levels required to maintain the business operation for a period of weeks following a disaster situation. We will ensure our initiatives are in line with current customer procedures and that they will protect both our and the customer's employees and facilities.

In the case of an after-hours emergency that requires additional parts service at an IBS location, we have flexible options for how to manage the situation to accommodate the customer's needs in the best way possible. Some options that we have found to be efficient and successful are below, but we will work with the customer to arrange a plan that fits their protocol and desires.

For larger government operations, our IBS Site Managers, Area Managers and Project Managers will be available, "on call" to assist on-site in an emergency situation where parts service is required. In this situation, all transactions would be

				<p>approached as normal.</p> <p>In some cases, we will arrange for a parts allotment to be available to customer staff outside of our parts room operating hours based on proven models in other IBS locations. The IBS Manager will then reconcile the inventory each morning. It is important to know that our team will be fully trained in our procedures as well as the customer's, and that IBS will always be operational to support their fleet in any situation.</p> <p>Additionally, all of our distribution centers and stores stock up on emergency equipment and supplies from NAPA, our other subsidiaries and outside vendors, during high risk periods to make sure we have the customer's needs covered. In addition to the physical needs of a shop during emergency situations, we also have data security practices in place to protect our information and our customers' in the case of instances where data could be affected. We have existing Sourcewell IBS customers who have gone through hurricanes, power outages and more and our data has always been secured and maintained through our backup servers located in Atlanta and Dallas.</p>
82		Parts replacement and warranty management	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Consignment Inventory Work Order and Replenishment Features:</p> <ul style="list-style-type: none"> • Source parts from Consignment Inventory during parts issuance to work orders • Ad-hoc / Scheduled Replenishment from on-site NAPA IBS location • Parts will be controlled by specific Shop location or Garage • Provides a static inventory listing for each location • Stores bin locations for each consignment location • Ability to conduct physical inventory sessions as often as

			<p>needed, but required quarterly</p> <ul style="list-style-type: none"> • Ability to replenish Consignments via Supplier Orders, Interstore Orders and/or DC Orders • Ability to aggregate inventory across multiple Consignments • Ability to calculate and recommend MIN/MAX levels for Consignments based on specific location parts usage • Tracking of inventory in Consignments that has been re-numbered or superseded to new product <p>Warranty: Eligible products will be identified, tracked, processed and credited through our IBS HUB inventory management system. When a technician brings a warranty product to our parts counter, we will know on the spot if it is eligible and will issue credit as appropriate, then work with the supplier to resolve the warranty. Our NAPA IBS service guarantees that we will replace any alleged warranty item immediately for our government fleets. Then, our onsite personnel have the responsibility to submit warranties to specific product manufacturers and track that item from the moment it is returned through the discovery phase to conclusion. NAPA IBS outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers.</p>
83		National distribution system services	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>NAPA IBS promotes the Sourcwell vendor managed inventory contract to all of our 6,000+ stores nationwide. Our dealer network is broken out into 5,000 small business independent stores and 1,000 company-owned NAPA stores. These stores and our 400 unique vendor-managed locations are supported by our 52 master distribution</p>

centers that contain more than \$1 billion of fleet parts and other replenishment inventory for our network. The value of this network to Sourcewell members lies in our ability to provide inventory, distribution and local support in any area of the US or Canada without having to incur excessive mobilization or freight times or charges. If a member wants to implement our services, chances are we already have boots on the ground in their location who are trained and ready to support them right away. Our network is available 365 days each year to get our customers the parts they need in the most efficient way possible. Our network starts with the 5,000 local, small business NAPA stores that support Sourcewell in the areas where they operate. Many municipalities, such as the City of Tuscaloosa, Ala., place a strong emphasis on supporting local businesses and our local NAPA network in the City helped them do just that. When they had a need for fleet parts support, they were able to use our Sourcewell VMI contract to not only capture the benefits of the IBS program, but also support our local NAPA store owner, Joseph Roberto, and his operation that consisted of employees who lived and worked in the City in which they were serving. Our internal independent NAPA network supports local, small business across the US and Canada. We also have dedicated efforts across our local operations and our corporate footprint as a whole to support minority-, women- and veteran-owned and disadvantaged businesses in all of our sourcing activity. Whether a contractual obligation or a good-faith effort, this is an important cornerstone of our community support policy for IBS. In addition to

our 5,000 local small business independent NAPA stores, we have the strength of our corporate-owned distribution network supporting the IBS program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to our Sourcewell member customers. They also take advantage of our sister companies like Motion Industries, all under the Genuine Parts Company organization, that provide non-fleet distribution across the US and Canada, including industrial supplies, office products, MRO products, equipment and more.

Furthermore, NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent owned repair facilities in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified facility nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting certain repairs and services to local small business NAPA AutoCare operations. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work.

All of our stores, whether under corporate or independent

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				<p>ownership, have the ability to source and stock the products that our customers need, utilizing NAPA branded or outsourced from our vendor network. This provides members the choice of what fits their fleet and facilities operations best while still having the power of our network to provide it. We currently work with more than 2,000 outside vendors in the IBS program that supply a wide variety of product categories and provide a basis for comparison for our customers on price, quality and service so they know they are getting what they want for their dollars.</p>
84		<p>Stock and non-stock parts sourcing of original equipment and aftermarket parts, fluids, equipment, and supplies</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including:</p> <ul style="list-style-type: none"> • 456,000 SKUs of NAPA branded parts • 4 Million SKUs of MRO, Industrial, Office and other products through Motion Industries • Millions more through our network of 2,000+ external supplier partners.

85		Parts research, acquisition, and delivery	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Stocked and non-stocked parts are evaluated based on usage. Every part is searched using our HUB system, as well as several other e-procurement platforms. NAPA Prolink allows us to search our own distribution network. Utilizing our own parts provider capabilities, as well as local and national account relationships, we can control part costs and minimize lead times. Our partnership with FleetCross allows us to research and interchange heavy truck and industrial products to open up a multitude of options for our customers. This again, allows NAPA IBS to provide options to the customer for not only the lowest acquisition cost of a part, but the best possible lead time. Delivery of parts is broken down into 3 categories. 90% of our customers usage is stocked regularly, while class "B" movers are received within 24 hours. All products can be delivered via our own vehicles, pick up at the counter, or hand delivered directly to the technician in their service bay. Also, we have recently partnered with Door Dash to help expedite pick up and deliveries to our customers in unit down situations, as well as site to site transfers for individual products.</p>
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86	Logistics Management Solutions, such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	In addition to our core function of sourcing and managing Sourcewell customer inventory, we provide a long list of logistics services that make their overall fleet operations run more effectively. What this does is creates a menu of service options for each customer that allows them to customize exactly what we do for them, so we know their needs are met. In addition to our long-standing parts logistics programs, NAPA has entered into a partnership with Door Dash to assist with priority delivery services, unit down, and parts replenishment services.	*
87		Warehouse management services	<input checked="" type="radio"/> Yes <input type="radio"/> No	In addition to our core function of sourcing and managing Sourcewell customer inventory, we provide a long list of logistics services that make their overall fleet operations run more effectively. What this does is creates a menu of service options for each customer that allows them to customize exactly what we do for them so we know their needs are met. Our IBS HUB system controls all aspects of analyzing inventory status, placing and tracking orders and deliveries, managing pricing and more so the parts operation is predictable for the customer and runs efficiently. Additionally, IBS employs digital warehousing solutions, when beneficial to a fleet operation, through JD Edwards and Manhattan IO platforms.	*

88		Warehouse and transportation coordination for in and outbound supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our IBS HUB system provides reporting that shows all orders that have been placed, when they are scheduled to arrive, and what units and work orders are waiting on these parts. This helps the customer know when their units will be back in service and eliminates time spent trying to track down orders. NAPA's Delivery Tracker tracks outbound shipments providing our customers access to when orders from an IBS are expected to be delivered, delivery confirmation and digitally signed invoices.
89		Shipment optimization	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA IBS barcodes and bin locates codes every item in the parts room. Whether NAPA product or sourced product, we can tell the customer exactly what is on the shelf, where it is, and get it to them quickly. This ensures efficiency and accuracy in the picking of orders. NAPA IBS uses innovative shuttle systems to streamline parts supply to our customers by utilizing routes that strategically connect our distribution centers, retail stores and IBS shops and utilizes many 3PL partners such as UPS, Fedex, CH Robinson, to Door Dash, Lyft and Uber when the local NAPA delivery network is unable to provide products in a timely manner. In 2024 NAPA has entered into an agreement with Door Dash for parts delivery services, adding to our delivery innovations to meet customer needs, and keep them operational. NAPA IBS has implemented a delivery tracker software system for our vehicles so we can optimize our services for customers and decrease down time.

90		Freight management	<input checked="" type="radio"/> Yes <input type="radio"/> No	When required by our customers for long distance freight deliveries on orders we work with third party logistics companies (3PLs). The IBS HUB has the ability to integrate with these parties to incorporate their shipping statuses and ETAs and link that to our customers orders for increase visibility providing an efficient operation.	*
91		Load scheduling and delivery confirmation	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA's Delivery Tracker tracks outbound shipments providing our customers access to when orders from an IBS are expected to be delivered, delivery confirmation and digitally signed invoices. NAPA Delivery tracker has the ability to incorporate delivery notifications and conformations of any large shipper or 3PL company that would be utilized by our customer.	*
92		Customs management for international shipments	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA IBS handles international orders for our customers, both in, and outbound. We order specialty parts and equipment from across the globe, daily. NAPA IBS operations, and parts professionals work with experienced expeditors to ensure all customs requirements and international trade laws are followed to ensure the quick delivery of products through the borders. Status of shipping is updated into the IBS HUB to provide communication back to our customers of the progress of their orders.	*
93		Coordination of just-in-time replenishment of parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	The core function of Integrated Business Solutions by NAPA is maintaining an on - hand inventory at our customers location to provide parts on demand as needed. The IBS HUB provides detailed analysis of inventory movement from the orders placed by our customer and vendor lead times to adjust minimum and maximum stocking levels as well as daily recommended stocking orders to our suppliers, to ensure that the on-hand inventory is	

properly replenished to meet our customers' expectations of timely parts delivery.

JOEI, NAPA Express, and our Virtual Inventory Exchange Warehouse (VIEW) are proprietary sourcing systems that allow our IBS store personnel access to our nationwide distribution network to find the parts they need easily.

Our Virtual Inventory Exchange Warehouse (VIEW) within the IBS HUB facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts. We are also tied into our outside suppliers' inventories so NAPA and non-NAPA parts can be acquired in the best way possible every time.

For customer locations with an off-site IBS location, NAPA can manage remote and/or consignment inventories. Unmanned location inventory is managed, replenished and billed through our IBS HUB system. The technology reduces the required headcount to run a customer's parts operation, saving them dollars while ensuring a base inventory of fast moving parts is always available. When requested by a customer, we have the ability to implement vending machine solutions that give them access to parts after hours or at unstaffed locations.

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94		Web-based solutions and knowledge-based professional services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Web-based and in person training is available. A full list of all courses available have been added to the documents portion of this RFP. (2024 Shop Training)	*
95	Training, consultative, and administrative or technical support services related to the delivery of the solutions offered in or above		<input checked="" type="radio"/> Yes <input type="radio"/> No	We are dedicated to helping productivity in the shop through shop training, IT support and other consulting efforts. NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge of operating their fleets. Technician Training - NAPA IBS Exclusive • NAPA Exclusive: Online technician skills assessment • NAPA Training Exclusive: Over 200 online tech training modules • NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes • ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification Technology & Innovation Support • Dedicated NAPA IBS Integrations Team • Local Operational Success Managers • Shop Technology Consulting • Fast support on all technology related items • Stockroom Optimization & Construction • Stockroom schematics and layout consulting • Shelving and storage provisions • Construction project facilitation • Location expansions and consolidations	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAPA-- Sourcwell Pricing Proposal (Final).docx - Friday August 30, 2024 09:56:31
 - [Financial Strength and Stability](#) - 2023 GPC Sustainability Report_FINAL.pdf - Wednesday July 24, 2024 15:29:22
 - [Marketing Plan/Samples](#) - Marketing Examples - Table 4.pdf - Wednesday September 04, 2024 10:06:10
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE_MBE Metrics_Sample Partners (1).pdf - Thursday September 05, 2024 09:33:44
 - [Standard Transaction Document Samples](#) - Invoice Examples For NAPA IBS HUB.pdf - Friday August 16, 2024 08:50:27
 - [Requested Exceptions](#) - RFP_090624_Vendor Managed_Inventory_Logistics_Master Agreement Template (NAPA 8-29-24).docx - Friday August 30, 2024 09:57:25
 - [Upload Additional Document](#) - Additional Doc_Letters of Rec_Invoicing_KPI-FillRate_TechTraining.pdf - Wednesday September 04, 2024 12:11:15

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Noble, General Manager, Genuine Parts Company D.B.A. Integrated Business Solutions by NAPA

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Vendor_Managed_Inventory_Logistics_RFP_090624 Tue September 3 2024 11:07 AM	<input checked="" type="checkbox"/>	6

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF OCOEE

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
THE CITY OF OCOEE**

THIS INTEGRATED SUPPLY AGREEMENT (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and the City of Ocoee, (“CUSTOMER” OR “CITY”), to be effective as of the ____ day of ____, 20____ (the “Effective Date”).

W I T N E S S E T H

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell, a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #090624-GPC on December 26, 2024 (hereinafter, “Sourcewell Contract”), attached hereto as Exhibit A, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, “Member”), the CITY and its related entities (hereinafter, “User Agencies”) are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CITY desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CITY and NAPA agree that the Sourcewell Contract is a vehicle by which CITY may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CITY’s locations to service the fleet parts needs of CITY and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory”) to serve the needs of CUSTOMER; and

WHEREAS, CITY desires to provide space for the Inventory on the premises of CITY for use by NAPA (“On Site Store”) and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides approximately ninety percent (90%) of the Inventory needs of CITY.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark “NAPA” which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark “NAPA” with respect to which NAPA maintains no ownership interest.

2. **CITY’S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER’S following location(s):

City of Ocoee
301 Maguire Road
Ocoee, FL 34761

Additional locations of the CITY may be added to this Agreement but only by a written amendment executed and agreed to by both the CITY and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the Sourcwell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcwell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcwell Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the Sourcwell Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CITY, NAPA will provide parts to CITY's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CITY requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CITY's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a cost statement of the parts operations to the CITY on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CITY, and must be pre-approved by CITY. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CITY shall have the following duties and responsibilities during the term of this Agreement:

(a) CITY shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CITY shall provide access to restroom facilities for NAPA employees. Further, CITY shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CITY shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CITY shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CITY reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CITY's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CITY. There shall be no intermingling of CITY's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CITY'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CITY shall, at all times during the term of this Agreement, at CITY'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CITY shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CITY acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CITY is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit B hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CITY for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CITY agrees to pay the undisputed amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. No prompt pay discount is available under this Agreement.

The overall goal of CITY's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) ***Product Costs.*** The pricing of the Inventory to be supplied to CITY by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs,***" which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs,***" which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CITY by NAPA pursuant to this Agreement.
- (b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, reimbursement by City for salary and benefits payable by NAPA to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, and for personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered

under the personal property, automobile liability, or general liability insurance policies of NAPA, and all equipment supplied by NAPA. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit C. CITY acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit C are subject to change based on actual monthly costs and expenses incurred relative to the operation of the On Site Store(s). Store employees are employees of NAPA and are not employees of the City.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CITY at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CITY at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CITY at cost
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Gross profit is calculated by dividing the acquisition cost by .90. Operational costs will be charged to CITY at cost, with all such charges for Operational Costs to be included in CITY’s monthly billing statement. CITY will be billed at the end of each month for operational costs on an “in arrears” basis.

In addition, NAPA may use any sub-contractor for the procurement of “outside” purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CITY will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CITY must provide pre-approval in writing of such outside purchases. CITY is solely responsible for improper or inappropriate instructions by CITY’s employees to NAPA regarding NAPA’s purchases of nontraditional parts or services, unless CITY provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CITY is a municipal corporation established under the laws of the State of Florida and is insured for liability with the Travelers Insurance Company and self-insured for workers compensation through the Department of Financial Services. CITY shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker’s compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance

during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CITY nor The Travelers Insurance Company shall procure or provide insurance for NAPA property or Inventory.

9. NO LIENS.

(a) CITY warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CITY grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CITY's premises, including any UCC-1 statements.

10. PERSONNEL. NAPA and CITY shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CITY for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CITY's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CITY in processing all warranty claims that the CITY may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CITY in connection with any claims concerning the products supplied to CITY pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CITY upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CITY instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(b) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CITY shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CITY.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 17, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CITY to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CITY shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost. NAPA to provide a report of the non-NAPA branded inventory and value with the monthly invoice.

CITY INITIALS: 

15. DELETED.

16. LANDLORD CONSENT AND WAIVER. Not applicable.

17. INDEMNIFICATION. NAPA shall be responsible for and shall indemnify and hold CITY harmless from and against all damages, claims or demands that

may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees. However, nothing set forth in this Agreement shall be deemed or construed as a waiver of sovereign immunity by City and City shall have and maintain at all times and for all purposes, any and all rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes and other applicable law.

18. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Genuine Parts Company d/b/a NAPA Auto Parts
11716 N. Florida Ave
Tampa, FL 33612
Attn: Hernando Gordils
Telephone: (704) 363-5383
Facsimile: (813) 932-2151
Email: Hernando_gordils@genpt.com

As to CUSTOMER: City of Ocoee
301 Maguire Road
Ocoee, FL 34761
Attn: Stephen Krug
Telephone: (407) 905-3170
Facsimile: (407) 905-3176
Email: skrug@ocoe.org

And to: Fishback Dominick
1947 Lee Road
Winter Park, FL 32789
Attn: Richard S. Geller
Telephone: (407) 262-8400
Facsimile: (407) 790-4538
Email: rgeller@fishbacklaw.com

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CITY's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CITY's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, NAPA shall not assign, transfer, delegate or in any other manner dispose of its rights, privileges or obligations under this Agreement, without the written consent of the City.

21. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Florida and venue shall lie in the courts of Orange County.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or enforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. **SOURCEWELL CONTRACT.** CITY and NAPA acknowledge and agree that the Sourcewell Contract is a vehicle by which CITY may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties.

31. ADDITIONAL PROVISIONS.

1. The City's Public Works Director or his/her designee shall supervise and control NAPA's work under this Agreement.
2. NAPA shall comply with the terms and conditions of any and all federal, state and local permits, which may be required for the work to be performed. The City shall be responsible for obtaining all other permits at the City's cost.
3. The terms of this Agreement shall be primary and superior to any oral terms or any conflicting terms found in the Agreement referenced herein.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY



By: _____
Name: Hernando Gordils
Title: Market Director of Sales – South Florida

CITY OF OCOEE

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION IN A MEETING HELD ON
_____, 2026
UNDER AGENDA ITEM NO. _____.

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 2026.

FISHBACK DOMINICK.

By: _____
City Attorney

EXHIBIT A

Sourcewell CONTRACT

See attached.

EXHIBIT B
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to Glenn Joiner & Son, Inc., a Florida corporation (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and the City of Ocoee (the "Integrated Supply Agreement").

Location(s):

City of Ocoee
301 Maguire Road
Ocoee, FL 34761

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

City of Ocoee hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of ____, 20__.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

Glenn Joiner & Son, Inc.

By: _____

By: _____

Name: Hernando Gordils

Name: Glenn Joiner

Its: Market Director of Sales – South Florida

Its: President

Agreed and acknowledged:

City of Ocoee

By: _____

Name: Stephen C Krug

Its: Public Works Director

EXHIBIT C

SAMPLE OPERATIONAL COSTS STATEMENT

See attached.



STAFF REPORT

Meeting Date: February 17, 2026

Item #: 8

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

**Subject: Approval of Traffic Signal Control Box Replacement - McGuire Rd. & Tomynd Rd.
(Public Works Director Krüg)**

Background Summary:

On August 23, 2025, a vehicle accident occurred at the intersection of McGuire Road and Tomynd Road. As a result of the collision, one of the vehicles struck and damaged the traffic signal control box at this location. The Ocoee Police Department provided the attached accident report along with photographs documenting the damage. A cost estimate of \$49,750.00 for replacement of the damaged traffic control box has been provided by Control Specialist, the City's traffic signal maintenance contractor. The cost of the repair is within industry standards and available on account line 317-541-10-6300. City Risk Management is pursuing reimbursement through the driver's insurance. Public Works recommends City Commission approval of the replacement traffic signal control box.

Issue:

Should the Honorable Mayor and City Commission issue a purchase order to the City's Traffic Signal maintenance Contractor, Control Specialists, for the replacement of the damaged traffic signal control box at the intersection of McGuire Road and Tomynd Road?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve issuing a purchase order to the City's Traffic Signal maintenance Contractor, Control Specialists, for the replacement of the traffic signal control box at the intersection of McGuire Road and Tomynd Road for the amount of \$49,750.00, and authorize the City Manager and staff to approve any change orders in accordance with the City Purchasing Code.

Attachments:

1. Crash Report
2. Quote
3. Photos

Financial Impacts:

Funding for this project will be sourced from the remaining budget of Job P000355 under GL account 317-541-10-6300 with reimbursement sought from insurance claim.

Type of Item: Consent

FLORIDA TRAFFIC CRASH REPORT

LONG FORM SHORT FORM UPDATE

HIGHWAY SAFETY & MOTOR VEHICLES
TRAFFIC CRASH RECORDS
NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32399-0537

Crash Date 8/23/2025	Time of Crash 11:35 AM	Date of Report 8/23/2025	Reporting Agency OCOE PD	Reporting Agency Case Number OCPD25OFF003215	HSMV Crash Report Number 27326451-01
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CRASH IDENTIFIERS

County Code 7	City Code 42	County of Crash ORANGE	Place or City of Crash OCOE	Within City Limits YES	Reported Date/Time 8/23/2025 11:47 AM	Dispatched Date/Time 8/23/2025 11:48 AM
On Scene Date/Time 8/23/2025 11:55 AM		Cleared Scene Date/Time 8/23/2025 12:08 PM	Investigation Completed YES	Reason (if Investigation Not Complete)		Notified By LAW ENFORCEMENT AGENCY

ROADWAY INFORMATION

Crash Occurred on Street, Road, Highway MAGUIRE RD.			At Street Address #	At Latitude N 28 32 31.36	And Longitude W 81 32 29.55
At Feet	Or Miles	Direction	From Intersection With Street, Road, Highway TOMYN BLVD.		Or From Milepost Number
Road System Identifier LOCAL		Type of Shoulder CURB	Type of Intersection FOUR-WAY INTERSECTION		

CRASH INFORMATION

Light Condition DAYLIGHT		Weather Condition RAIN	Roadway Surface Condition WET	School Bus Related NO	Manner of Collision ANGLE
First Harmful Event Type COLLISION WITH PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT		First Harmful Event Detail MOTOR VEHICLE IN TRANSPORT	First Harmful Event Location ON ROADWAY	Within Interchange YES	First Harmful Event's Relation to Junction INTERSECTION-RELATED
Contributing Circumstances: Road NONE		Contributing Circumstances: Road		Contributing Circumstances: Road	
Contributing Circumstances: Environment NONE		Contributing Circumstances: Environment		Contributing Circumstances: Environment	
Work Zone Related NO	Crash in Work Zone	Type of Work Zone	Workers in Work Zone	Law Enforcement in Work Zone	

VEHICLE

Vehicle V01		Motor Vehicle Type MOTOR VEHICLE IN TRANSPORT		Hit & Run (by this vehicle) NO	License Number Z93GYF	State FL	Reg. Expires 12/7/2025	Permanent Reg. NO	VIN 4JGDA5JB2JB188131	
Year 2018	Make MERZ	Model UK	Style UT	Color WHI	Extent of Damage MINOR	Est. Damage 1,000	Towed Due to Damage YES	Vehicle Removed By SLS	Rotation ROTATION	
Insurance Company HARTFORD ACCIDENT		Insurance Policy Number 21PH 942862/09260								
Name of Vehicle Owner SANDRA DEE COCHRANE		Business <input type="checkbox"/>	Current Address 1202 ROYAL GARDENS CIR			City LAKE MARY	State FL	Zip Code 32746-0001	Phone Number(s) 207-831-8054	
Trailer One	License Number	State	Reg. Expires	Permanent Reg. NO	VIN	Year	Make	Length	Axles	
Trailer Two	License Number	State	Reg. Expires	Permanent Reg. NO	VIN	Year	Make	Length	Axles	
Vehicle Traveling	Direction SOUTH	On Street, Road, Highway MAGUIRE RD.				At Est. Speed 40	Posted Speed 45	Total Lanes 6		
CMV Configuration		Cargo Body Type								
Comm GVWR/GCWR		Trailer Type (Trailer One)		Trailer Type (Trailer Two)						
Haz. Mat. Release	Haz Mat Placard	Haz. Mat. Number		Haz. Mat. Class						
Motor Carrier Name		US DOT Number								
Motor Carrier Address		Address Other			City	State	Zip Code	Phone Number		
Comm/Non-Commercial	Vehicle Body Type (SPORT) UTILITY VEHICLE	Vehicle Defects (one) NONE		Vehicle Defects (two)		Emergency Vehicle Use NO	Special Function of MV NO SPECIAL FUNCTION			
Vehicle Maneuver Action TURNING LEFT	Trafficway TWO-WAY, DIVIDED, POSITIVE MEDIAN BARRIER	Roadway Grade LEVEL	Roadway Alignment STRAIGHT	Most Harmful Event COLLISION NON-FIXED OBJECT		Most Harmful Event Detail MOTOR VEHICLE IN TRANSPORT				
Traffic Control Device for this Vehicle TRAFFIC CONTROL SIGNAL	First (1) Sequence of Events COLLISION NON-FIXED OBJECT		Second (2) Sequence of Events MOTOR VEHICLE IN TRANSPORT		Third (3) Sequence of Events		Fourth (4) Sequence of Events			

VEHICLE

Vehicle V02		Motor Vehicle Type MOTOR VEHICLE IN TRANSPORT		Hit & Run (by this vehicle) NO	License Number BZ57XK	State FL	Reg. Expires 10/28/2024	Permanent Reg. NO	VIN 2HGFG1B61AH505072	
Year 2010	Make HOND	Model UK	Style 2D	Color BLK	Extent of Damage DISABLING	Est. Damage 5,000	Towed Due to Damage YES	Vehicle Removed By SLS	Rotation ROTATION	
Insurance Company NOT ON FILE		Insurance Policy Number UNKNOWN								
Name of Vehicle Owner DIEGO E GONZALEZ		Business <input type="checkbox"/>	Current Address 411 BLACK SPRINGS LN			City WINTER GARDEN	State FL	Zip Code 34787-6541	Phone Number(s) 000-000-0000	
Trailer One	License Number	State	Reg. Expires	Permanent Reg. NO	VIN	Year	Make	Length	Axles	
Trailer Two	License Number	State	Reg. Expires	Permanent Reg. NO	VIN	Year	Make	Length	Axles	
Vehicle Traveling	Direction NORTH	On Street, Road, Highway MAGUIRE RD.				At Est. Speed 45	Posted Speed 45	Total Lanes 6		

Crash Date 8/23/2025	Time of Crash 11:35 AM	Date of Report 8/23/2025	Reporting Agency OCOEE PD	Reporting Agency Case Number OCPD25OFF003215	HSMV Crash Report Number 27326451-01
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CMV Configuration	Cargo Body Type		Area of Initial Impact		Most Damaged Area	
Comm GVWR/GCWR	Trailer Type (Trailer One)	Trailer Type (Trailer Two)	<input type="checkbox"/> Undercarriage <input type="checkbox"/> Overturn <input type="checkbox"/> Windshield <input type="checkbox"/> Trailer		<input checked="" type="checkbox"/>	
Haz. Mat. Release	Haz Mat Placard	Haz. Mat. Number				
Motor Carrier Name	US DOT Number		City	State	Zip Code	Phone Number
Motor Carrier Address	Address Other					
Comm/Non-Commercial	Vehicle Body Type PASSENGER CAR	Vehicle Defects (one) NONE	Vehicle Defects (two)	Emergency Vehicle Use NO	Special Function of MV NO SPECIAL FUNCTION	
Vehicle Maneuver Action STRAIGHT AHEAD	Trafficway TWO-WAY, DIVIDED, POSITIVE MEDIAN BARRIER	Roadway Grade LEVEL	Roadway Alignment STRAIGHT	Most Harmful Event COLLISION NON-FIXED OBJECT	Most Harmful Event Detail MOTOR VEHICLE IN TRANSPORT	
Traffic Control Device for this Vehicle TRAFFIC CONTROL SIGNAL	First (1) Sequence of Events COLLISION NON-FIXED OBJECT	Second (2) Sequence of Events	Third (3) Sequence of Events	Fourth (4) Sequence of Events		
	MOTOR VEHICLE IN TRANSPORT					

PERSON RECORD

# 1	Person Type DRIVER	Vehicle # V01	Name SANDRA DEE COCHRANE	Injury Severity NONE	Ejection NOT EJECTED	Driver ReExam NO
Date of Birth 12/07/1946	Sex F	Condition at Time of Crash APPARENTLY NORMAL	Address 1202 ROYAL GARDENS CIR, LAKE MARY FL 32746		Phone Number	
Driver License Number C225733618000	State FL	Expires 12/07/2033	Type CLASS E / OPERATOR	Required Endorsements		
Restraint Systems SHOULDER AND LAP BELT USED		Air Bag Deployed NOT DEPLOYED		Helmet Use	Eye Protection NOT APPLICABLE	
Motor Vehicle Seating Position: Row FRONT		Motor Vehicle Seating Position: Seat LEFT		Motor Vehicle Seating Position: Other NOT APPLICABLE		
Driver Distracted By NOT DISTRACTED		Driver Vision Obstructions ALL OTHER (EXPLAINED IN NARRATIVE)				
Driver Actions at Time of Crash 1 (based on judgement of investigation officer) FAILED TO YIELD RIGHT-OF-WAY			Driver Actions at Time of Crash 2 (based on judgement of investigation officer)			
Driver Actions at Time of Crash 3 (based on judgement of investigation officer)			Driver Actions at Time of Crash 4 (based on judgement of investigation officer)			
Suspected Alcohol Use NO	Alcohol Tested TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Result	BAC	Suspected Drug Use NO	Drug Tested TEST NOT GIVEN
Source of Transport to Medical Facility NOT TRANSPORTED		EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To		

PERSON RECORD

# 2	Person Type DRIVER	Vehicle # V02	Name DIEGO E GONZALEZ	Injury Severity POSSIBLE	Ejection NOT EJECTED	Driver ReExam NO
Date of Birth 10/28/1993	Sex M	Condition at Time of Crash APPARENTLY NORMAL	Address 411 BLACK SPRINGS LN, WINTER GARDEN FL 34787		Phone Number 000-000-0000	
Driver License Number G524165933880	State FL	Expires 10/28/2027	Type CLASS E / OPERATOR	Required Endorsements		
Restraint Systems SHOULDER AND LAP BELT USED		Air Bag Deployed NOT DEPLOYED		Helmet Use	Eye Protection NOT APPLICABLE	
Motor Vehicle Seating Position: Row FRONT		Motor Vehicle Seating Position: Seat LEFT		Motor Vehicle Seating Position: Other NOT APPLICABLE		
Driver Distracted By NOT DISTRACTED		Driver Vision Obstructions VISION NOT OBSCURED				
Driver Actions at Time of Crash 1 (based on judgement of investigation officer) NO CONTRIBUTING ACTION			Driver Actions at Time of Crash 2 (based on judgement of investigation officer)			
Driver Actions at Time of Crash 3 (based on judgement of investigation officer)			Driver Actions at Time of Crash 4 (based on judgement of investigation officer)			
Suspected Alcohol Use NO	Alcohol Tested TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Result	BAC	Suspected Drug Use NO	Drug Tested TEST NOT GIVEN
Source of Transport to Medical Facility OTHER, EXPLAIN IN NARRATIVE		EMS Agency Name or ID FIRE RESCUE	EMS Run Number 26	Medical Facility Transported To ADVENT HEALTH - WINTR GARDEN		

VIOLATION

Person# 2	Violator Name Diego E Gonzalez	FL Statute Number 320.0605	Violation Description FAIL TO DISPLAY REGISTRATION	Citation Number AL5AXKE
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VIOLATION

Person# 2	Violator Name Diego E Gonzalez	FL Statute Number 316.646(1)	Violation Description NO PROOF OF INSURANCE	Citation Number AL5AXLE
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NON VEHICLE PROPERTY DAMAGE

Property Damage (Other than Vehicle) CITY OF OCOEE - TRAFFIC CABINET	Est. Damage 65,000	Business YES	Person#	Property Owner OCOEE CITY HALL (1 Bluford Ave, Ocoee, FL 34761)
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NARRATIVE

ID Number 2099	Rank CIVILIAN	Name LANE, TAMARA	Troop / Post OCPD/CHIEF/ADMIN/OPS/TRAFFIC	Officer Agency OCOEE PD	Phone Number 407-905-3160
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On August 23, 2025 at approximately 1148 hours . I CSA Lane was dispatched to a crash without injury at Maguire Rd. and Tomyn Blvd.

Upon arrival I spoke with Driver 1 and she stated she was heading southbound in the left turn lane at the intersection of Maguire Rd. and Tomyn Blvd. she was attempting to turn left onto Tomyn Blvd. heading eastbound from Maguire Rd., she stated she had difficulty seeing around the vehicles in her attempt to turn left , due to the vehicles that were turning left at the light heading northbound to turn left onto Tomyn Blvd.

She stated that she began her turn within the intersection and at the time she saw a car coming, but it was too late and

Crash Date 8/23/2025	Time of Crash 11:35 AM	Date of Report 8/23/2025	Reporting Agency OCOEE PD	Reporting Agency Case Number OCPD25OFF003215	HSMV Crash Report Number 27326451-01
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everything happened to fast. The vehicle that was traveling northbound (V2) was the oncoming vehicle which she states was traveling faster than she realized, resulting in both vehicles colliding. She stated she can't recall what part of her vehicle made contact with V2. However, in observation, her vehicle had damage to the right front bumper. She did state that he (Driver 2) did a good job trying to avoid the collision.

Driver 2 was not able to fully speak at the time of the accident, however he did say he was traveling in the direction to W. Colonial Dr. (northbound).

It appears in an attempt to avoid the collision, Driver 2 swerved right and jumped the curb and ended up colliding with the electrical box (traffic cabinet) that controls the lights at the intersection.

Driver 2 was transported to Advent Hospital /Winter Garden by Fire Rescue #26.

Driver 1 stated she was okay and did not need medical.

Vehicle 2 was towed due to disabling damage, by the next tow in rotation: Sly's Towing.

Citations are being issued to Vehicle 2 for failure to display registration (expired 10/28/2024) and no insurance on file.

Damages to Vehicle 1 are estimated at approx. \$1000.

Damages to Vehicle 2 are estimated at approx. \$5000.

The accident resulted in a the Traffic cabinet being damaged and inoperable. Control Specialists that services the traffic device arrived on scene to assess the damages and the functionality. I spoke with Jeremy Sills, company representative who estimated the damages to be approx. \$50-80K. He provided a contact number of 407-751-8312 and address of the business: 707 Nicolet Ave. Suite 100, Winter Park, FL 32789 Phone: 407-628-1965. The traffic cabinet at this time is inoperable and is to be determined, when it will be operable again.

Ocoee Public Works was also call to the scene, the on-call employee, came out and placed temporary stop signs to establish a 4-way stop, in absence of the operational traffic light, at the intersection of Maguire Rd. and Tomyn Blvd.

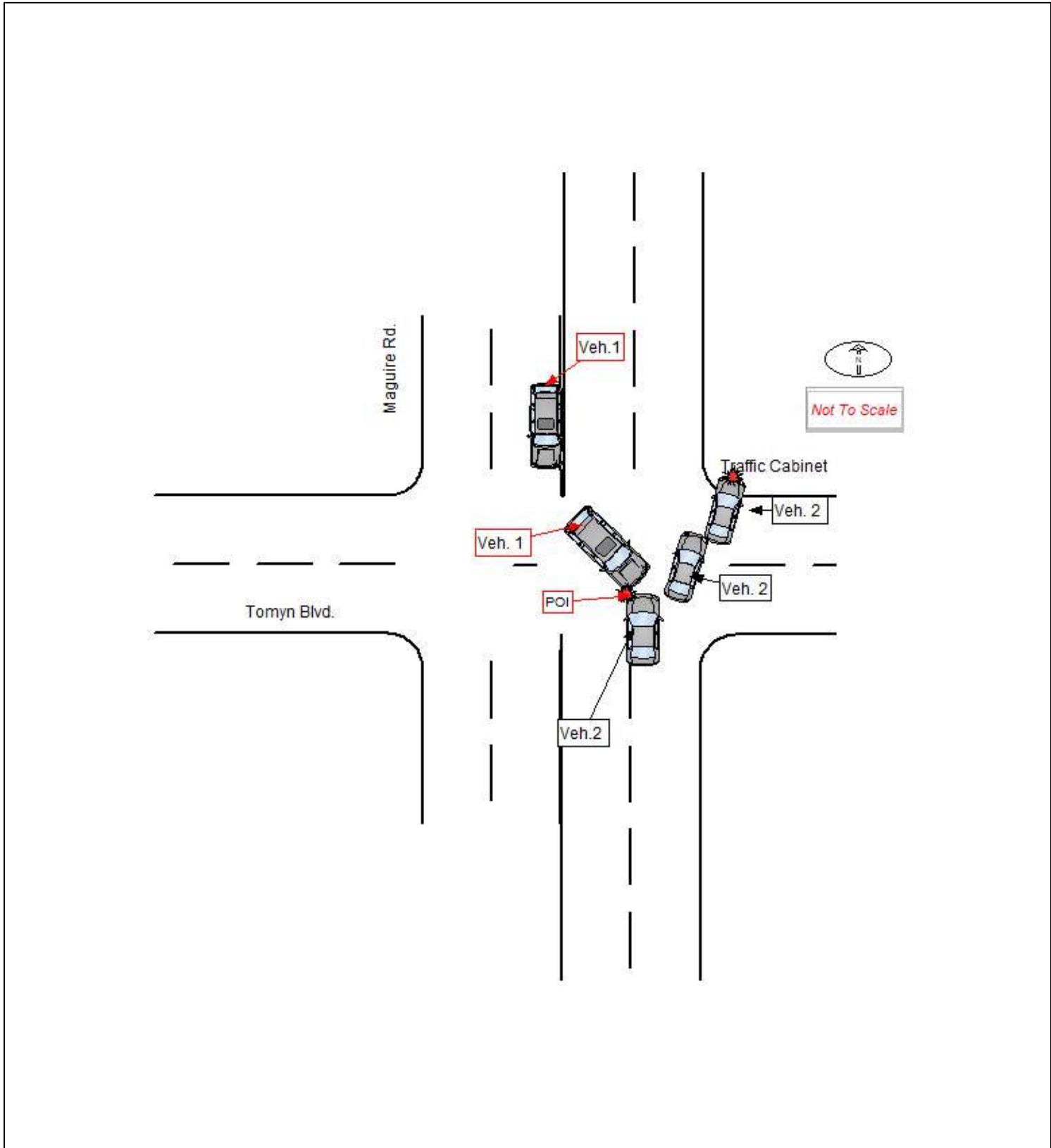
I conclude the driver of Vehicle 1, to be the at fault driver, as she turned left into the path of Vehicle 2, resulting in the collision.

REPORTING OFFICER

ID Number 2099	Rank CIVILIAN	Name LANE, TAMARA	Troop / Post OCPD/CHIEF/ADMIN/OPS/TRAFFI	Officer Agency OCOEE PD	Phone Number 407-905-3160
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Crash Date 8/23/2025	Time of Crash 11:35 AM	Date of Report 8/23/2025	Reporting Agency OCOEE PD	Reporting Agency Case Number OCPD25OFF003215	HSMV Crash Report Number 27326451-01
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DIAGRAM OF CRASH





Traffic Engineering and Management, LLC dba / Control Specialists

Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Project: OCOEE - MAGUIRE RD AT TOMYN BLVD
Description: Permanent Cabinet Replacement
Bid Date: 9/5/2025
Estimator: Tony Zirpoli
Contract #: N/A

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
670-5-110	Traffic Controller Assembly, F&I	1	AS	\$ 35,500.00	\$ 35,500.00
685-1-11	Uninterruptible Power Supply, F&I	1	AS	\$ 14,250.00	\$ 14,250.00
TOTAL BID:					\$ 49,750.00

Project Comments

1. The above pricing reflects installing a new controller cabinet assembly and UPS on the existing foundation and removing the temporary cabinet assembly.
2. This quotation is valid for 60 days after the stated bid date. Please request pricing verification after 60 days.

Signature: _____

Tony Zirpoli









STAFF REPORT

Meeting Date: February 17, 2026

Item #: 9

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Sensus Software as a Service Agreement. (Utilities Director Bolling)

Background Summary:

On February 21, 2008, the City entered into a Statement of Work with Sensus for the implementation of the advanced water metering infrastructure (AMI) system and later approved upgrades to the Sensus Analytics Enhanced Package, including cloud hosting and the Sensus Customer Portal. This AMI system provides accurate and timely meter data to support utility billing, customer service, water conservation initiatives, and long-term utility planning.

The Sensus Customer Portal is now being retired. On October 20, 2025, the City Commission approved Vertex One as the replacement customer portal. Because the existing portal is being phased out, a new agreement with Sensus is required to reflect the revised terms of service.

The updated Software as a Service (SaaS) agreement incorporates the City's existing Sensus hosted software solution, leased spectrum, technical support, and all associated terms and conditions required for the continued operation of the Advanced Metering Infrastructure (AMI) platform. The agreement also adds language to facilitate the use of the Vertex Customer Portal component approved by the Commission on October 21, 2025, and removes the Sensus Customer Portal component being retired.

Sensus is the sole source manufacturer for the City's water meters and AMI software services, and Core & Main is the sole source provider of Sensus products. In Fiscal Year 2025, the SaaS fee totals \$30,385.38. This fee is a flat annual cost subject to a three percent (3%) annual escalation.

Issue:

Should the Honorable Mayor and City Commission approve the Sensus Software as a Service agreement?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission authorize the Mayor, City Clerk, and Staff to execute the required Agreement, and authorize the City Manager to approve change orders to this agreement up to the limit of his purchasing authority for each change order and up to the budgeted amount for this agreement for all change orders.

Attachments:

1. Agreement

Financial Impacts:

SaaS service fee is a required annually reoccurring fee and is budgeted under 401-533-10-3400 and 401-535-10-3400.

Type of Item: Consent

Software as a Service Agreement

between

**City of Ocoee, Florida
("Customer")**

**and
Sensus USA Inc.
("Sensus")**

WHEREAS, Sensus and Customer entered into a Purchase Order 1418204 on October 25, 2007 for the purchase of a Sensus FlexNet System, and

WHEREAS, Sensus and Customer entered into a Statement of Work on February 21, 2008 for the deployment of hosted RNI Software with Harris-licensed Logic software in the FlexNet System, which the parties subsequently upgraded to the Sensus Analytics Enhanced Package with Customer Portal Software, thereby replacing the Harris-licensed Logic software (the "Original Agreement").

NOW THEREFORE, the parties now desire to amend and restate the terms of their relationship by executing a new agreement which will end constructive extension of the Original Agreement.

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives with an August 21, 2007 "Effective Date".

This Agreement shall commence on the Effective Date and renewed annually for the renewal term of twenty (20) years unless terminated earlier in accordance with the terms of this Agreement.

Sensus USA Inc.

Customer: City of Ocoee, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Contents of this Agreement:

- Agreement
- Exhibit A Software
- Exhibit B Technical Support
- Exhibit C VertexOne Software EULA

Agreement

1. **General**
 - A. **Agreement Generally.** The scope of this Agreement includes Sensus providing the specified services, usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution in consideration of Customer's purchase and payment to Sensus' Authorized Distributor under separate agreement by and between Customer and Sensus' Authorized Distributor, for all such goods and services.
2. **Software.**
 - A. **Software as a Service ("SaaS")**
 - i Sensus shall provide Customer with SaaS, as defined in Exhibit A, and Technical Support during the Term and only so long as Customer is current in its payments for such services. Upon the expiration or termination of this Agreement, Sensus will have no obligation to provide any further Services or Technical Support.
 - ii Sensus will provide Technical Support for any given Release in accordance with Exhibit B for four (4) years from the date Sensus issues the Release. Sensus will provide Engineering Support of any given release for two (2) years from the date Sensus issues the Release. Notwithstanding the foregoing, in the event of a critical security vulnerability (in Sensus' reasonable discretion), Customer acknowledges (i) that in order to receive particular vulnerability or defect corrections (whether by Patch, Update or Upgrade), Customer may need to move to a more recent supported Release of the Software, and (ii) Sensus reserves the right to discontinue supporting Releases of the Software, including in the event such Software has been identified by Sensus as end of life. Sensus may declare Software "end of life" upon either (i) the relevant window of Technical Support or Engineering Support ending or (ii) becoming aware of a security incident or vulnerability.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
 - C. **VertexOne Customer Portal Software.** Sensus shall cause WaterSmart Software, Inc. ("WaterSmart") to grant Customer continuing access to the VertexOne SaaS offering, subject to the applicable End User Licensing Agreement ("EULA") outlined in Exhibit C, but only for so long as Customer is current in its undisputed payments for such services.
3. **Spectrum**
 - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 3/17/2014 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. **Equipment.**
 - A. **Purchase of Equipment.** Customer is not required to purchase any equipment under this Agreement. In the event Customer elects to purchase equipment, Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://www.sensus.com/TC>, or 1-800-METER-IT.
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITING THE FOREGOING, SENSUS MAKES NO WARRANTIES OR PROMISE (I) THAT ITS SOFTWARE AS A SERVICE, SOFTWARE OR OTHER SERVICES WILL OPERATE IN CONJUNCTION WITH ANY SOFTWARE, SERVICES OR PRODUCTS PROVIDED BY THIRD PARTIES, (II) THAT THE OPERATION OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE WILL BE UNINTERRUPTED OR ERROR OR VULNERABILITY FREE, OR (III) THAT ALL DEFECTS, BUGS, ERRORS OR VULNERABILITIES CAN OR WILL BE FIXED OR REMEDIATED. CUSTOMER ACKNOWLEDGES THAT SENSUS DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET OR ACROSS OTHER NETWORKS, AND THE SOFTWARE AS A SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OR OPERATION OF SUCH INTERNET OR NETWORKS. SENSUS IS NOT RESPONSIBLE FOR ANY DAMAGES, INCIDENTS, DELAYS, DELIVERY PROBLEMS, OR OTHER PROBLEMS RESULTING FROM SUCH INTERNET OR NETWORK PROBLEMS. IN NO EVENT IS SENSUS RESPONSIBLE OR LIABLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE THAT ARISE FROM CUSTOMER'S OR ITS THIRD PARTIES' ENVIRONMENT; FAILURE TO IMPLEMENT PATCHES, UPDATES OR UPGRADES; SYSTEMS; CONTENT; NETWORKS; OR DEVICES. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF THE SOFTWARE AS A SERVICE, SENSUS SOFTWARE AND OTHER SERVICES PROVIDED UNDER THIS AGREEMENT.**
5. **Services.**
 - A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement. Sensus is not responsible for any problems that arise from the installation services (e.g., faulty configuration).
 - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
 - F. **WAN Backhaul** connection services are not included in this Agreement.
6. **General Terms and Conditions.**
 - A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached by Sensus from any litigation instituted against Customer in the United States by a third party to the extent alleging that the FlexNet System as provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings and any settlement. Notwithstanding the foregoing, Sensus shall have no obligation or liability under this indemnity unless Customer cooperates fully with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no obligation or liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer

or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use or in a manner that exceeds the licenses and rights provided herein. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may at its option; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY AND OBLIGATION FOR ANY CLAIM OF INFRINGEMENT.

- B. Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates, including from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. Force Majeure.** If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure. Notwithstanding anything herein to the contrary, in no event will Sensus be liable for the consequences or impact of any Force Majeure event.
- E. Temporary Service Suspension.** Sensus may suspend the Services without liability if: (i) Customer fails to pay Sensus or its authorized distributor when payment is due; (ii) Sensus reasonably believes that the Services are being used in violation of the Agreement; (iii) Sensus is required by applicable law or by a regulatory or government body to suspend Customer's access to the Services; (iv) a Force Majeure event requires Sensus to suspend Customer's access; or (v) there is another event for which Sensus reasonably believes that the suspension of Services is necessary to protect the Services. Sensus will give Customer advance notice of a suspension where reasonably possible under the circumstances. If a suspension is based on Customer's breach of Customer's obligations under the Agreement, Sensus may continue to charge Customer the fees for the Services during suspension.
- F. Intellectual Property Rights.**
- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like. Customer represents to Sensus that Customer (i) has sufficient rights in all Customer Data, to hold the Customer Data and deliver it to Sensus as required for the Services to be performed as contemplated in the Agreement, and (ii) has obtained (and is responsible for maintaining) from all individuals, persons and third parties whose personal information is contained in the Customer Data all required consents and authorizations, and has provided to all individuals, persons, and third parties the notices with respect to the collection, retention, disclosure and use of the Customer Data as contemplated for the purposes of this Agreement that are required under applicable foreign, federal and state laws and regulations, including but not limited to relevant privacy laws and regulations.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a world-wide royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment, software, or service; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement, such as the Software as a Service.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months of data collected by the FlexNet System in a format of Sensus' discretion and deliver the file to a drop location specified by Customer.
- G. Data Privacy.** Customer acknowledges and agrees that Sensus and its Affiliates (collectively, "Xylem") may collect and process personal data for the purposes outlined in this Agreement and in Xylem's then-current privacy policy. Xylem's data privacy policy is available and maintained at <https://www.xylem.com/en-us/support/privacy/>, or any successor web page designated by Xylem from time-to-time. The collection and use of personal data by Customer, including providing necessary notices and obtaining required consents from end users, is Customer's sole responsibility.
- H. Right to use Feedback.** Customer grants Sensus a royalty-free, worldwide, irrevocable, perpetual license to use, aggregate, alter or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its employees and agents.
- I. Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent permitted under or required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. Without limiting any other obligations in this Agreement, Customer shall not provide Sensus's Confidential Information to any person who designs or develops software products or services that compete with Sensus's software products and services. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it. The receiving party will return or destroy the other party's Confidential Information upon receiving written notice from the other party, provided that such return or destruction does not interfere with the receiving party's rights and obligations under this Agreement, including Sensus' right to use Customer Data. The foregoing does not require the receiving party to search its archived electronic back-up files of its computer systems for the other party's Confidential Information to purge such Confidential Information

from its archived files; provided, however, that the receiving party must: (i) maintain the confidentiality of such archived Confidential Information as if this Agreement were still in effect and (ii) not use such archived Confidential Information for any purpose.

- J. Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- K. Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- L. Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- M. Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- N. Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by the Parties attempting mediation in Florida. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in courts in and for Orange County for state actions and the Middle District of Florida – Orlando Division for any federal actions. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- O. Public Records Obligations.** Pursuant to Section 119.0701, *Florida Statutes*, when Sensus provides services to Customer under the terms of the Agreement, Sensus shall comply with the public records laws set forth in Chapter 119, *Florida Statutes*, and any successor statute (the "**Act**"). Specifically, Sensus shall, to the extent required by the Act:
- i. Keep and maintain public records that ordinarily and necessarily would be required by Customer in order to perform the service provided to Customer;
 - ii. Provide the public with access to public records on the same terms and conditions that Customer would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
 - iv. Meet all requirements for retaining public records, transfer all public records in possession of Sensus upon completion or termination of its duties under the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Customer in a format that is compatible with the information technology systems of Customer;
 - v. Upon request of Customer, promptly provide Customer with copies of public records which pertain to this Agreement; and
 - vi. In the event that Sensus receives a request from any person or entity other than Customer for a document, computerized information, audio or videotape, CD, DVD, or any other record in Sensus' possession pursuant to this Agreement, notify Customer immediately and submit the request to Customer for direction on how to comply with Florida's Public Records Law. Sensus shall allow Customer to inspect the requested record to advise Sensus if any material therein is exempt or confidential and therefore subject to redaction.
- Sensus acknowledges that Customer is a public entity subject to the Act and that any documents provided by Sensus to Customer may be considered public records, as defined in the Act, provided, however, that Customer shall give written notice to Sensus by writing to legal@xylem.com of any request for the disclosure of such records, together with a copy of the request. If Sensus does not consent to such disclosure, Sensus then shall have ten (10) business days from the date it receives such notice to advise Customer whether Sensus any material therein is exempt or confidential and therefore subject to redaction.
- P. Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- Q. Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- R. Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- S. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
- 7. Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. "**Confidential Information**" means any and all non-public information of either party, including all technical or performance information about either party's products or

services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party and all trade secrets of either party. For the avoidance of doubt, information about the performance, operation, specifications, or features of the Services and FlexNet System is the Confidential Information of Sensus.

- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Engineering Support"** means providing Patches and Updates to Software.
- E. **"Field Devices"** means the SmartPoint Modules.
- F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- G. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, pandemic, illegal misconduct, sabotage, interruptions in power, communications or Internet service, acts of governments or government-backed actors, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, embargoes, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- J. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- K. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- L. **"LCM"** identifies the load control modules.
- M. **"Licensed Software"** means the Software licensed hereunder pursuant to the terms of the Agreement.
- N. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- O. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults, vulnerabilities and defects found in the Software. For clarity, Patches are not Updates or Upgrades.
- P. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- Q. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- R. **"Release"** means both Updates and Upgrades.
- S. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. **"RF"** means Radio Frequency.
- U. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- V. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- W. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- X. **"Security Breach"** means a cybersecurity incident whereby an unauthorized third party intentionally compromises the security of Customer's tenant environment in Sensus' Software as a Service solution and gains access to Customer's tenant environment and data.
- Y. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- Z. **"Server Hardware"** means the RNI hardware.
- AA. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- BB. **"Software"** means all the Sensus proprietary software provided as a service pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third-party software.
- CC. **"Technical Support"** means the services set forth on Exhibit B.
- DD. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- EE. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- FF. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A
Software**

Software as a Service

1. Description of Services.

This exhibit contains the details of the SaaS that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

SaaS is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's Software tenant in Sensus' (or its subcontractor's) data centers. In a Software as a Service solution, Sensus owns (or has third parties operate or provide on its behalf) all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the Applications listed below. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics Software
 - A la carte Modules
- Xylem Data Lake
- Customer Portal

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the Applications. Each Application will have a production and disaster recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but the Agreement has not expired or terminated, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware and or virtual environments, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Applications.
- iii. Sensus will provide Patches, Updates, and Upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications.
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e., database, backspool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Implement the data retention plan and policy and will provide the policy upon request.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software Upgrades and Patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).

- c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
- d. Correlate incidents and problems where applicable.
- e. Sensus personnel will use the self-service portal to document and track incidents.
- f. In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- g. Maintain responsibility for managing incident and problems through resolution (which may include workarounds) and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - a. Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is secure, consistence with NIST security standards.
 - b. Perform intrusion prevention and detection of the data center network and firewalls and monitor logs and alerts.
 - c. Conduct periodic penetration testing of the network and data center facilities.
 - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - e. Perform anti-virus and Malware patch management on systems.
 - f. Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - g. Respond to threats found on the system and work to eliminate any virus or malware found.
 - h. Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - i. Monitors industry regulations/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the Sensus security team.
 - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - f. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - g. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives ("RTO") and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - h. The Application shall have a "RTO" of forty-eight (48) hours.
 - i. The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - j. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network security, configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts, and periodically change and update account credentials with strong passwords in accordance with security best practices.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- xv. Maintain industry standard cybersecurity controls, standards, and best practices.
- xvi. Monitor for and promptly implement Patches, Updates, and Upgrades, both as provided by Sensus and other third-party software and hardware providers.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative

across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- ii. **Calculations**
 - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
 - Force Majeure;
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, security incidents, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of Service Level Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit accrues. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access

- to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create strong username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames, and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames, or passwords. Customer will ensure that its user ID and passwords are regularly (at least monthly) changed, and that only strong user ID and password pairs are used.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas) and other sensing devices.
- iii. **Xylem Data Lake.** Subject to the terms of this Agreement, Sensus will make the Xylem Data Lake ("XDL") available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. Sensus shall provide up to three (3) years of FlexNet System data and scan up to five hundred (500) GB per month of FlexNet System data. If Customer exceeds the allotment of five hundred (500) GB per month of scanned data (regardless of the access method) an overage charge will be assessed to Customer and be payable according to the terms outlined by Sensus' authorized distributor. Sensus will also provide Customer XDL training, which includes up to eight (8) hours of professional services consulting time.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Sensus Analytics a la carte options. Sensus Analytics a la carte includes the modules outlined in the order acknowledgement from Sensus or its authorized distributor, but only to the extent that Customer; (i) has been provided pricing for that specific module; and (ii) is current in its payments for that specific module.

- i. Data Store (required if the Customer has not purchased Essential or Enhanced packages)
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.

B. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back-office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end username, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.

- e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.
- f. Customer acknowledges that data will be stored for three (3) years from upload and Sensus may delete the data after this time or upon termination of the Agreement.

4. Third-Party Software.

- A. Sensus incorporates various third-party software in its Software, and such third-party software may change from time to time. Sensus takes reasonable efforts to implement patches or other fixes as they become available in accordance with a particular version's Engineering Support policy. Upon written request by Customer. To the extent required by a third-party software provider. Customer hereby agrees to abide by a third-party's end-user license agreement (EULA).

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a. The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b. The local distributor.
- c. Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.

- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

- a. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

- a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
- b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
- c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Salesforce Knowledge Base. Fix incorporated into future release.

6. **Problem Escalation Process.**

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

7.3. In the event customer submits a ticket for a version of the Software outside of the Engineering Support window and is not able to resolve the problem without engineering resources. Sensus shall have no obligation to provide Engineering Support and Customer shall upgrade to the most current version of the Software.

7.4. Customer acknowledges that not all problems and bugs with the Software may or can be fixed. The Software and Software as a Service (including third party software used in connection with the Software as a Service) may have security vulnerabilities. Sensus may address vulnerabilities with its Software through Patches, Updates or Upgrades that it makes available from time-to-time. As between the parties, Customer has the obligation to timely implement Patches, Updates and Upgrades.

Exhibit C
VertexOne Software EULA

Customer/Client agrees to receive, via Sensus USA Inc. , the VertexOne Software suite of utility engagement provided by VertexOne Software LLC ("VertexOne") pursuant to the terms of this VertexOne Exhibit. Sensus USA Inc. and Customer agree that this VertexOne Exhibit shall be attached to and incorporated by reference into the Master Services Agreement between Sensus USA Inc. and Customer.

VertexOne's customer engagement and data analytics services are to be provided primarily by utilization of VertexOne's proprietary software hosted on VertexOne's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like VertexOne are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling VertexOne's SaaS service model and providing substantial cost savings for Customer, are set forth below and incorporated by reference in this Exhibit. Also included below are additional terms applicable to bill payment, leak alert and group messenger services if such services are elected by Customer.

1. VertexOne is an independent contractor, and shall not be considered an officer, agent, or employee of Customer.
2. VertexOne agrees to perform its services in a timely and professional manner consistent with standards generally and reasonably expected of VertexOne's water utilities in the United States. VertexOne and its pertinent contractors have and shall maintain any applicable licenses or authorizations necessary to provide their services to Customer.
3. VertexOne agrees to hold harmless, defend and indemnify Customer and its officers, directors, employees and volunteers from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of VertexOne's services, to the extent caused by any grossly negligent act or omission of VertexOne, any of its subcontractors, and anyone employed by any of them, except if caused by the active negligence, sole negligence, or willful misconduct of Customer.
4. If Customer elects to make available to its end users optional bill payment services offered by or supported by VertexOne, which may or may not be integrated within VertexOne's electronic interfaces, Customer acknowledges that such services are provided directly to Customer by a third-party independent contractor. Such services may not be supported by VertexOne until Customer enters into a mutually acceptable commercial agreement directly with such third party which shall govern Customer's rights and obligations with respect to such services. The indemnity provisions above shall not apply to bill payment services, and any indemnity for such services shall be provided by the referenced third-party provider.
5. VertexOne's reservation of intellectual property rights VertexOne has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Exhibit or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("VertexOne IP"). Customer acknowledges that VertexOne owns and shall own all intellectual property rights in and to deliverables hereunder, the VertexOne IP and derivative works of VertexOne IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Customer by VertexOne, and that Customer shall acquire no right or interest in the same.

Customer hereby grants to VertexOne a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Customer.

Subject to the foregoing, authorized employees and customers of Customer may during the term access and use the VertexOne SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, Extended Messaging Services, other deliverables provided to Customer by VertexOne, and applicable bill presentation services, each as so specified by the Scope of Work, for purposes of Customer's customer engagement program, customer billing, and for Customer's internal purposes, so long as Customer is current with respect to its financial and other obligations. Such authorization is limited to Customer's service territory and is non-exclusive, non-transferable, and non-sublicenseable. If Customer enters into an agreement with a third party contractor of VertexOne related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by VertexOne and its licensors.

6. Customer's cooperation in providing necessary inputs Deliverables to be provided by VertexOne via its proprietary software require certain data from Customer. Customer shall provide VertexOne with those data, records, reports, approvals and other inputs identified for Customer to provide in the Scope of Work or otherwise requested by VertexOne. Customer shall ensure that such inputs are accurate and within Customer's legal rights to share with VertexOne subject to the confidentiality and other applicable provisions of this Exhibit. Time is of the essence, and Customer shall provide its inputs within the timeframes specified for Customer by the Scope of Work. If bill payment services are included in the Scope of Work, Customer shall cooperate with VertexOne and its applicable third party partner(s) in timely providing the data, records, reports, approvals and other inputs requested for such services. VertexOne shall not be responsible for delays outside VertexOne's control, and deadlines for VertexOne's performance shall be adjusted, if necessary, to accommodate delays by Customer.
7. The parties confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Customer hereby gives its permission to VertexOne to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Customer end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section shall survive any termination or expiration of this Exhibit. Each party shall post and comply with its applicable privacy policy.
8. Software corrections and third party acts; limitation of liability for SaaS services. In the event that VertexOne's services fail to meet specifications or other requirements specified by the Scope of Work, Customer shall promptly notify VertexOne and VertexOne shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If VertexOne promptly makes such correction or substitution, VertexOne shall have no further liability with respect to said defect(s), notwithstanding any other provision of this Exhibit. All warranties not expressly stated in this Exhibit are disclaimed. Customer understands that Customer's use of VertexOne's services provided online may be interrupted by circumstances beyond VertexOne's control involving third parties, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems

not within VertexOne's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). VertexOne shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that VertexOne has exercised due care. However, in the case of any Third Party Act which will delay or prevent VERTEXONE from providing online services to Customer, VERTEXONE will promptly notify Customer and assist in mitigating any impact. NEITHER PARTY WILL BE LIABLE TO THE OTHER, UNDER ANY CLAIM RELATING TO THIS EXHIBIT, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

9. Technology and services infrastructure VertexOne as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the-art security to host the data of all VertexOne customers. VertexOne utilizes a reputable third party VertexOne to perform printing and mailing services when included within the scope of VertexOne's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, VertexOne works with leading edge, reputable third party specializing in such functions. Since the referenced cloud hosting platform, printing and mailing, bill payment services providers, and certain other performing similar or related functions, are integral components of VertexOne's technology and services infrastructure used across its pertinent customer base and are not specific to Customer and services under this Exhibit, Customer acknowledges that such utilization or collaboration is not considered subcontracting of VertexOne's services under this Exhibit.

If Customer elects to make bill payment services available to its end customers, the pertinent end users and Customer assume all risks associated with such services, and no indemnity provisions in favor of Customer shall apply to such services, except in the event of VertexOne's willful misconduct. In the absence of willful misconduct by VertexOne, Customer's sole remedies related to bill payment services shall be from the independent third party provider of such services in accordance with any contract between Customer and such provider. If Customer enters into an agreement with any third party contractor of VertexOne for any other services ancillary or related to the services provided by VertexOne during the term of this Exhibit, Customer shall first seek and exhaust all remedies from such third party contractor prior to seeking any remedy from VertexOne with respect to such services.

With respect to all bill payment services, as well as any services provided by independent third party contractors not in contract with VertexOne, including without limitation any such services which at Customer's request or direction are integrated by VertexOne into its electronic interfaces for Customer, VertexOne shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Customer shall hold harmless, defend and indemnify VertexOne and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to such third party services, except in the event of VertexOne's willful misconduct.

10. Compliance With Laws VertexOne shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its services under this Exhibit. Customer shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances related to this Exhibit, and shall have sole responsibility for securing any necessary regulatory approvals, if any, for this Exhibit and/or the services hereunder.

Customer shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the services to be provided by VertexOne hereunder, as well as any bill payment or other third party services elected by Customer.

11. Extended Messaging Services If Customer elects to utilize VertexOne's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below and shall prevail in the event of any conflict or inconsistency. For avoidance of doubt, the Extended Messaging Terms apply to all VertexOne services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications (including emails outside of VertexOne's core customer engagement offerings) (collectively, "Extended Messaging Services").
- a) Customer shall be solely responsible for the content of any messages or communications to end customers which Customer initiates or authorizes in connection with the Extended Messaging Services, as well as Customer's selection of any vehicle (i.e., conventional phone, mobile phone, text, email) for such messages or communications. VertexOne shall have no responsibility or liability of any kind with respect to messages or communications initiated or authorized by Customer or its representatives. In furtherance of the foregoing, Customer shall hold harmless, defend and indemnify VertexOne and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to the Extended Messaging Services or any breach by Customer of this Exhibit including without limitation these Extended Messaging Terms, except in the event of VertexOne's willful misconduct. For avoidance of doubt, if this Exhibit has other indemnity provisions in favor of Customer such provisions shall not apply to the Extended Messaging Services, except in the event of VertexOne's willful misconduct.
 - b) If Customer elects to make available to its end customers Extended Messaging Services offered by VertexOne to alert end users of potential leaks or high water usage, the pertinent end users and Customer assume all risks associated with such alerts, and no indemnity provisions in favor of Customer shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of VertexOne's willful misconduct.
 - c) With respect to Extended Messaging Services, VertexOne's role is limited to delivering via its technology platform Customer's communications through vehicles selected by Customer; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Customer's responsibility with respect to Extended Messaging Services notwithstanding any provision to the contrary.
 - d) Customer is encouraged to consult legal counsel of its own with respect to this Exhibit and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state and local laws, regulations and regulatory rulings, and ordinances. Customer shall not rely on VertexOne or VertexOne's representatives for legal advice or guidance concerning the content or appropriate vehicles (i.e., conventional phone, mobile phone, text, email) for communications with Customer end customers.
 - e) In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, VertexOne may utilize one or more third party communications technology and communications services providers. Since such providers are utilized across VertexOne's pertinent customer base and are not specific to Customer and service choices by Customer under this Exhibit, Customer acknowledges that such utilization is not considered subcontracting of VertexOne's services under this Exhibit.

Change Management Policy

Exhibit A

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1. Definitions

“Change” and Changes” means a change/changes to a Statements of Work, Attachment or Order Form.

“Change Request Proposal” means a proposed solution and estimate sent to Client after a request for a Change has been received.

2. Purpose

Where either Party sees the need for a Change, Client may at any time request, and VertexOne may at any time recommend, such Change in accordance with the Change Management Process as set out in this Change Management Policy. Either Party may request further information or reasonable modifications to the Change proposed by the other Party.

3. Change Management Process

i 3.1. Client Change Requests

3.1.1. Client shall submit a request for a Change in writing using VertexOne’s ticketing system.

3.1.2. When a request for a Change is received from Client, if VertexOne approves of the Change submitted by the Client, VertexOne shall submit a Change Request Proposal, which includes a proposed solution and estimate, as soon as reasonably possible. Client will review the Change Request Proposal. Once agreed upon, Parties will execute the Change Request Proposal. VertexOne shall schedule the approved change upon the execution of the Change Request Proposal by both Parties.

ii 3.2. Product Enhancement Request

3.2.1. A Product Enhancement Request, referred to as a ‘Base product change’ requires development and is not guaranteed to be implemented.

3.2.2. Product Enhancement Requests are submitted through the VertexOne ticketing system by creating a ticket with the category “Enhancement Request” and completing all the required fields. VertexOne shall evaluate the business objectives of the request to assess if it can be achieved through existing functionality or requires product enhancement.

3.2.3. VertexOne will also review the Product Roadmap with Client to ensure that enhancement requests from the Client are not present or planned in future releases.

3.2.4. Any Product Enhancement Request not on the Product Roadmap shall be reviewed by VertexOne for Product Roadmap consideration.

3.2.5. Should Client wish to accelerate the timeframe of a Product Enhancement Request, VertexOne shall evaluate the current product roadmap, prioritization, and chargeability.

3.3. VertexOne Recommendations to Change

3.3.1. A recommendation for a Change by VertexOne shall follow the Change Management Process, excluding product changes.

3.3.2. Product changes are exclusive to VertexOne's determination.

iii 3.4. General

3.4.1. Any request not approved or rejected directly by the Party receiving the request within twenty (20) business days after receipt, shall automatically be deemed rejected.

3.4.2. Any request approved by VertexOne will be reviewed to determine the delivery plan for the approved Change Request. VertexOne has sole discretion to determine when the delivery plan of the Change Request will be delivered.

4. Costs

The costs incurred to prepare and to review a proposed Change Request Proposal shall be borne by the Party requesting the change. Such costs will not be paid by or reimbursed by the other Party.

Exhibit B

VERTEXONE DIGITAL IMPLEMENTATION SERVICES
STATEMENT OF WORK (“SOW”)

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Project Summary

This Statement of Work (“SOW”) between VertexOne and CLIENT sets forth the services that VertexOne will provide for the ongoing support of the VertexOne Digital software as part of this SOW between VertexOne and CLIENT.

VertexOne provides this software as a SaaS solution. CLIENT agrees the solution and related configuration options are limited to the generally available features and functionality at the start of implementation.

- CLIENT acknowledges that requests for changes in functionality, features and design of the software will adhere to the VertexOne Product Management Lifecycle and if accepted, shall be available in a future release.
- CLIENT acknowledges that the functionality, features, design and related documentation of the software may evolve over time as part of ongoing improvements and updates.

Definitions

Definitions can be found in the Agreement, unless otherwise defined in this document.

Change Control Process

VertexOne and CLIENT will follow the Change Control Process provided as Exhibit A to this Agreement.

CLIENT agrees that any modifications, including those resulting from 3rd party vendors, that impact the scope, schedule or cost as outlined and agreed upon within this Statement of Work and its supporting documentation will be subject to the Change Control Process, which may result in additional costs.

The project schedule shall be revised by the VertexOne project manager to accommodate any changes and a new, mutually agreed upon schedule shall be approved by CLIENT and VertexOne.

SaaS Services

iv Hosting

The Hosted Services provided by VertexOne to CLIENT will consist of the following configured Software components and services, as more particularly described in this SOW, the Order Form, and the Agreement:

- VertexOne Software set forth in the Order Form
- Configuration of the Software in accordance with your SOW
- Hosting of the Software
- Application management services
- Disaster recovery and business continuity services

The Hosted Services are provided using a Software as a Service (“SaaS”) [software](#) delivery method that provides access to the Software and its functions remotely as a web-based service. In order for VertexOne to provide the Hosted Services in compliance with the Service Levels, VertexOne will perform the following functions:

- Hosted Services – IT Infrastructure Management
- Backup, Recovery & Management
- Performance and Capacity Management
- Database Management
- Security Services
- Network Management

No	Client Responsibilities
1.	Maintain user permissions per approved processes for provisioning secure access to VertexOne software
2.	Wide Area Network connectivity into VertexOne Network if desired.

v [VertexOne Software Support](#)

Support Services

Within the Management Portal, a chat feature is available for general questions and support.

If the chat agent is not able to resolve your issue/inquiry, a Jira ticket will be submitted on your behalf to our T2 / T3 support team for additional analysis / resolution.

Upon go-live, clients will be provided with Jira Portal Access, this will be used in Hypercare and ongoing support.

- The Jira portal is a website you log into to open, view and manage tickets
 - Assigning priority to new tickets or modifying priority of existing tickets
 - This helps Support determine when something is time-sensitive (please review our Service-Level Agreements (SLAs) for guidance on prioritization)
 - Provides the ability to add details and attachments / screenshots of any errors / issues
- Jira Portal is available 24X7, with occasional downtime for maintenance.

CLIENT will be assigned a Client Success Manager (CSM) to help monitor tickets / requests.

- CSMs will be responsible for client communication and act as Primary Liaison to address issues and help support business objectives
- CSMs will manage the routing and handling of requested features and functionality and the feedback loop to clients
- Periodic reviews of the roadmap will be conducted, as well, as Leadership Business Reviews to grow and nurture partnership.

Change Requests

CLIENT Change Requests

CLIENT shall submit a request for a Change in writing using VertexOne's ticketing system.

When CLIENT requests a Change, VertexOne will respond with a proposal including a solution and estimate. After CLIENT's review and agreement, both Parties will execute the proposal. VertexOne will then schedule the change.

Product Enhancement Request

A Product Enhancement Request, referred to as a 'Base product change' requires development and is not guaranteed to be implemented.

Product Enhancement Requests are submitted through the VertexOne ticketing system by creating a ticket with the category "Enhancement Request" and completing all the required fields. VertexOne shall evaluate the business objectives of the request to assess if it can be achieved through existing functionality or requires product enhancement.

VertexOne will also review the Product Roadmap with CLIENT to ensure that enhancement requests from CLIENT are not present or planned in future releases.

Any Product Enhancement Request not on the Product Roadmap shall be reviewed by VertexOne for Product Roadmap consideration.

Should CLIENT wish to accelerate the timeframe of a Product Enhancement Request, VertexOne shall evaluate the current product roadmap, prioritization, and chargeability.

VertexOne Recommendations to Change

A recommendation for a Change by VertexOne shall follow the Change Management Process, excluding product changes.

Product changes are exclusive to VertexOne's determination.

General

Any request not approved or rejected directly by the Party receiving the request within twenty (20) business days after receipt, shall automatically be deemed rejected.

Any request approved by VertexOne will be reviewed to determine the delivery plan for the approved Change Request. VertexOne has sole discretion to determine when the delivery plan of the Change Request will be delivered.

Costs

The costs incurred to prepare and to review a proposed Change Request Proposal shall be borne by the Party requesting the change. Such costs will not be paid by or reimbursed by the other Party.

vi **Outage and Disaster Recovery Services**

VertexOne develops and maintains a standard DR Plan for each product and performs an annual Disaster Recovery test to validate the procedures. This DR Plan documents the strategies, personnel, procedures, and resources that will be used to respond to any major outage or long-term business interruption due to a service interruption or declared disaster.

VertexOne provides the following key performance indicator (KPI) targets related to Disaster Recovery Outages. These KPIs are intended as the operational targets.

KPI	KPI Definition	KPI Target
Recovery Time Objective (RTO)	Target time for full capacity system recovery of VertexOne hosted solutions.	< 4 hours
Recovery Point Objective (RPO)	Target age of restoration data backup.	< 1 hour

vii **Incident Priority Definitions**

VertexOne shall provide the Hosted Services in accordance with the following guidelines:

Severity	Impact Definition	Response Objectives	Update Frequency
Priority 1	<p>Emergency</p> <ul style="list-style-type: none"> Business is not operational with significant performance issues, financial impact, and/or number of customers impacted. Specifically, critical business function cannot be performed, a key component is unavailable or is materially nonfunctional. There is no immediate work-around. Goes to top of work queue and is top priority until resolved. 	<p>Technician Response Time</p> <p></ = 1 hour</p>	1 Hour
Priority 2	<p>High</p> <ul style="list-style-type: none"> Business is operational but with degraded performance, major financial impact, and/or customer impact. Specifically, a critical business function is partially functional or is functional via a work-around at a limited capacity or has a defect that creates errors or anomalous results to customers and/or financials. 	<p>Technician Response Time</p> <p></= 4 business hours</p>	4 Business Hours
Priority 3	<p>Medium</p> <ul style="list-style-type: none"> Business is operational but with either reduced performance, minor financial impact, and/or customer impact. Specifically, a business function has a slight restriction of function of a non-critical nature, or a 	<p>Technician Response Time</p> <p>< 1 business day</p>	When work starts and upon completion

Severity	Impact Definition	Response Objectives	Update Frequency
	workaround is required to maintain normal operations, or a function has a defect which creates errors or anomalous results.		
Priority 4	Low <ul style="list-style-type: none"> The component is fully functional and may only contain a cosmetic flaw, a misspelled or cryptic message, or a documented misinterpretation of functionality. 	Target Response Time < 48 business hours	When work starts and upon completion
Priority 5	Task or Change Request <ul style="list-style-type: none"> Request for change of a new service, feature, or hardware 	Target Response Time < 3 business days	When work starts and upon completion

Response Objectives: Measured as the time from which an incident was assigned to VertexOne in the ticketing system until the incident was assigned and work on incident has commenced, as indicated by status on the incident.

Update Frequency: Frequency with which VertexOne communicates updates to CLIENT contact person.

viii Service Levels

This section describes the Service Levels that VertexOne shall meet during the Term of this Agreement to be provided to CLIENT.

VertexOne shall provide the Hosted Services in accordance with the following Service Levels:

Service Level #	Service Level	Service Level	Metric
1	SaaS/Application Availability	99.5%	This metric measures the availability of the Service. This measurement is calculated as the total uptime of the Service excluding Scheduled Down-time and Disaster scenarios, divided by the total number of minutes in the reporting period, expressed as a percentage.
2	Incident Technician Average Response Time Priority 1 (P1)	Average of P1s <= 1 hour	This metric measures the technician response time to a P1 incident. This measurement is calculated as the average of P1 incidents during the reporting period in which they were responded to within the defined response time.
3	Incident Technician Average Response Time Priority 2 (P2)	Average of P2s <= 4 business hours	This metric measures the technician response time to a P2 incident. This measurement is calculated as the average of P2 incidents during the reporting period in which they were responded to within the defined response time.

ix Service Level Agreements Reporting

VertexOne will provide CLIENT with a dashboard for online viewing of monthly SLAs. Client Success Managers review and discuss any SLA concerns during Operational meetings.



STAFF REPORT

Meeting Date: February 17, 2026

Item #: 10

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Power and Pumps as Single Source Vendor for Small Lift Station Pumping Repairs and Replacements. (Utilities Director Bolling)

Background Summary:

In 2025, the City of Ocoee Utilities Department staff initiated a review of alternative pumps for its lift stations due to increased product lead times and rising costs for FLYGT pumps. During this evaluation, Shinmaywa pumps came highly recommended as cost-effective alternative for pumps up to 25 HP.

To verify Shinmaywa pumps performance and reliability, Utilities staff performed reference checks with Gainesville Regional Utilities (GRU) and Jacksonville Electrical Authority (JEA), two of the largest sewer providers in Florida that use these pumps. After a site visit with maintenance staff at JEA and a pilot study where lift station staff ran a Shinmaywa pump next to existing pumps in Ocoee lift stations, it was determined that Shinmaywa pumps are a suitable replacement for FLYGT pumps up to 25 HP. In addition to pump performance, Shinmaywa pumps can be delivered in a more timely manner since they are stocked in Atlanta and Charlotte, and they represent a 30% savings per pump compared to FLYGT pumps. Additionally, the pumps do not require any modifications for installation.

Power and Pumps is the supplier of Shinmaywa pumps. The further use of Power and Pumps requires single source vendor approval as any additional purchases will exceed the purchasing authority of the City Manager's office.

Issue:

Should the Honorable Mayor and City Commission approve Power and Pumps as a single source vendor of Lift Station pumps 25 HP and below for repair and/or replacement?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission Power and Pumps as a single source vendor of Lift Station pumps 25 HP and below for repair and/or replacement. Staff also recommend the City Manager be authorized to approve future purchases with Power and Pumps up to the limit of his purchasing authority for each purchase, not to exceed the budgeted amount, each fiscal year.

Attachments:

None

Financial Impacts:

There is no financial impact.

Type of Item: Consent