



**CITY COUNCIL
MEETING AGENDA**

**July 18, 2023
6:00 PM**

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

WORKSHOP – 5:00 pm Basement Conference Room
Water Reclamation Facility Plan Update

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

- a. I90/SH41 Interchange – Idaho Transportation Department Presentation on Current Project Status and Upcoming Traffic Revisions

AMENDMENTS TO THE AGENDA

Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

1. CONSENT CALENDAR

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Minutes – July 5, 2023, City Council Meeting
- b. Payables – June 27, 2023 – July 10, 2023
- c. Kindred and Co. License to Use Real Property
- d. North Standpipe Cell Tower Lease
- e. Parks Department Request for Disposal of 2013 Kubota UTV

- f. Parks Department Request for Disposal of 2017 Bobcat
- g. Parks Department Request for Disposal of 2017 Kubota UTV
- h. Street Maintenance Division Request for Disposal of 2012 Paver
- i. Water Division Request for Disposal of 1994 Crane Truck
- j. Water Reclamation Division Request for Disposal of Kubota UTV
- k. Parks Department Contract with Brightly Software

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements.

ACTION ITEMS:

4. NEW BUSINESS

This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.

ACTION ITEMS:

- a. Implementation of Facilities Needs Assessment (Master Plan)

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

6. ADMINISTRATIVE / STAFF REPORTS

This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.

- a. Fleet Shop Floor Replacement Project Update – Ross Junkin
- b. Spokane Street Rehabilitation Project Update – Andrew Arbini

7. MAYOR AND COUNCIL COMMENTS

This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

8. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially subject to applicable legal requirements; the Council may enter executive session to discuss such matters. The motion to enter into executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.

ACTION ITEM (To enter into executive session only):

RETURN TO REGULAR SESSION

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 N. Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

Mission

The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

“Where opportunities flow and community is a way of life”

Calendar of Meetings & Events

Jul 18	5:00 pm	<u>City Council</u> – Final Water Reclamation Facility Plan
Jul 18	6:00 pm	<u>City Council</u>
Jul 19	5:30 pm	River City Market & Music at the Post Falls – Landings Park
Jul 25	6:00 pm	Parks and Recreation Commission
Jul 26	5:30 pm	River City Market & Music at the Post Falls – Landings Park
Aug 1	5:00 pm	<u>City Council Workshop</u> – Budget Workshop #2
Aug 1	6:00 pm	<u>City Council</u>
Aug 2	5:30 pm	River City Market & Music at the Post Falls – Landings Park
Aug 8	5:30 pm	Planning and Zoning Commission
Aug 9	5:30 pm	River City Market & Music at the Post Falls – Landings Park
Aug 11	Sunset	Movie in the Park – The Rookie
Aug 15	5:00 pm	<u>City Council Workshop</u> – Sidewalk Snow Removal
Aug 15	6:00 pm	<u>City Council</u>
Aug 16	5:30 pm	River City Market & Music at the Post Falls – Landings Park
Aug 17	8:00 am	Urban Renewal Agency
Aug 22	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting July 18th, 2023

Council Agenda Memorandum

TO: Mayor Ron Jacobson
Council President Kerri Thoreson
Councilors Josh Walker, Joe Malloy,
Nathan Ziegler, Lynn Borders, Kenny Shove
Legal Counsel Warren Wilson

FROM: Shelly Enderud, City Administrator

CC: Department Heads

5:00pm Workshop – Water Reclamation Facility Plan Update

Ceremonies, Announcement, Appointments, Presentation

- a. I90 / SH41 Interchange – Idaho Transportation Department Presentation on Current Project Status and Upcoming Traffic Revisions

1. Consent Calendar

- c. Kindred and Co. License to Use Real Property – The Engineering Division requests approval of a license for Kindred and Co. to use real property for pedestrian and landscape features in association with their commercial facility. The facility will be a bookstore and coffee shop and is located on the northeast corner of Idaho Street and 4th Avenue. The developers of the property want to provide an entry way, staircase, and landscaping in a portion of the rights of way located in the intersection adjacent to the facility. The license covers insurance, maintenance, and other responsibilities. If approved, the Mayor will sign the license.
- d. North Standpipe Cell Tower Lease – The Public Works Department requests approval of the lease with Dish Wireless, LLC for use of city property at the North Standpipe water tower for the purpose of installing cellular communication equipment. The terms are in line with industry standards and the rent revenue is typical of current market rates. The lease term is five years with an option for up to three successive five year terms. Rent paid to the City will begin at \$2,600 per month, escalating at 4% annually. If approved, the Mayor will sign the lease documents.

- e. Parks Department Request for Disposal of 2013 Kubota UTV – The Parks Department requests approval to dispose of a 2013 Kubota UTV. The UTV has a damaged frame and has been replaced with new equipment. If approved, it will be sold at auction.
- f. Parks Department Request for Disposal of 2017 Bobcat – The Parks Department requests approval to dispose of a 2017 Bobcat Toll Cat. The Cat has damaged boom arms and has been replaced with new equipment. If approved, it will be sold at auction.
- g. Parks Department Request for Disposal of 2017 Kubota UTV – The Parks Department requests approval to dispose of a 2017 Kubota UTV. The UTV has a damaged frame and has been replaced with new equipment. If approved, it will be sold at auction.
- h. Street Maintenance Division Request for Disposal of 2012 Paver – The Streets Division requests approval to dispose of a 2012 Cat Weller Paving Machine. The paver has reached the end of its useful life and has been replaced with a new paver. If approved, it will be sold at auction.
- i. Water Division Request for Disposal of 1994 Crane Truck – The Water Division requests approval to dispose of a 1994 GMC 3500 Crane Truck. The truck has reached the end of its useful life and has been replaced with a new crane equipped truck. If approved, it will be sold at auction.
- j. Water Reclamation Division Request for Disposal of Kubota UTV – The Water Reclamation Division requests approval to dispose of a 2017 Kubota UTV. The UTV has a damaged frame and has been replaced with new equipment. If approved, it will be sold at auction.
- k. Parks Department Contract with Brightly Software – The Parks and Recreation Department request approval of the Master Subscription Agreement and Order Form with Brightly Software Inc. The Brightly contract will provide maintenance management software with improved data collection, access to reporting, and increased knowledge of predicted future workloads. The contract includes training for staff for a 61 month term and implementation with consulting. The fiscal impact for FY 24 will be \$56,720.34 with FY 25's impact at \$35,071.25. If approved, the Mayor will sign the contract.

2. [Public Hearings](#)

None

3. [Unfinished Business](#)

None

4. [New Business](#)

- a. Implementation of Facilities Needs Assessment (Master Plan) – Public Works Director John Beacham requests input from Council on acceptable financial mechanisms to implement the Facilities Master Plan and an approach to the Streets administration upgrades that are currently under design. The Facilities Master Plan was completed, and

the findings and recommendations were adopted by Council in 2021. Recommended improvements included land purchases for the Police and Public Works Departments, City Hall remodels, Parks operations building construction, and expansions of the Police and Public Works buildings. The initial financial plan to implement these changes would be payment through the Facilities fund (with increases to the amount put into the fund starting in FY23) and then midway through implementation a bond would be recommended to bridge the gap. At the beginning of FY 23 the balance for this fund was \$9M. Progress to date has been made in land purchasing as well as the design work on the City Hall, Streets Admin, and Water/Wastewater building improvements. The primary challenge with this work so far is an approximate increase in costs of 25-30% since 2021. The concern is that further delay in projects will increase costs even more. There are several options to provide the additional funding necessary to implement the plan including increasing the contribution to the Facilities Fund, eliminating projects, postponing projects, dedicating unspent general fund dollars, and financing options. No financial decision is requested at this point, only guidance to inform staff's approach to the financial management of facilities upgrades.

6. Administrative / Staff Reports

- a. Fleet Shop Floor Replacement Project Update – Public Works Maintenance Manager Ross Junkin will present this update.
- b. Spokane Street Rehabilitation Project Update – Public Works Projects Division Manager Andrew Arbini will present this update.

8. Executive Session

No executive session is needed at the time of the writing of this memorandum; however, Council may reserve the right to conduct a session should it see the necessity.



**CITY COUNCIL
MEETING MINUTES**

**July 5, 2023
6:00 PM**

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove - **Present**

Topic: FY24 Budget Workshop

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove - **Present**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

ACTION ITEM

- a. The Post Falls Festival is this Friday thru Sunday at Q'emiln Park. Enjoy live music, food and craft vendors, a movie in the park and much more. A full schedule of events is listed online at postfalls.gov.
- b. The Festival parade is Saturday, July 8th at 10 am. The parade will be traveling eastbound on Seltice Way, from Spokane to Idaho Street.
- c. The River City Market & Music series kicks off Wednesday, July 12th at 5:30pm. This weekly farmer's market & concert series will run every Wednesday evening from July 12th thru August 16th at the Post Falls Landing Park, adjacent to Fall Park. This is a free, family friendly event for the community to enjoy.
- d. Avista Gas Facility Replacement Project: An overview of what the gas line replacement project will look like this summer.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

None

1. CONSENT CALENDAR

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Minutes – June 15, 2023, City Council Meeting
- b. Payables – June 12, 2023 – June 26th, 2023
- c. May Cash and Investments

Motion by Malloy to accept the Consent Calendar as presented.

Second by Borders.

Vote: Shove-Aye, Walker-Aye, Malloy-Aye, Thoreson-Aye, Borders-Aye, Ziegler-Aye

Motion Carried

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

- a. Comprehensive Plan Amendment – Additional Clarifying Language Relating to the Focus Area Description

Public Hearing Opened at 6:16 pm.

Staff Report

Jon Manley, Planning Manager: Post Falls is a highly diverse place, with many areas – in and out of City Limits – that have yet to be developed. For this reason, this plan provides both a Future Land Use Map and a “Focus Area” map with descriptions that articulate, in ways the land use map cannot, the overall vision for what Post Falls expects from each area within its Area of City Impact. These two approaches are to be used in tandem, effectively expressing the City’s policies for its rapidly transforming landscape. The outer boundaries are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City’s Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas.

Testimony

In Favor – None

Neutral – None
In Opposition – None

Public Hearing closed at 6:19 pm.

Discussion

Motion by Thoreson to approve the Comprehensive Plan Amendment – Additional Clarifying Language Relating to the Focus Area Description and bring back a resolution.

Second by Borders.

Vote: Walker-Aye, Malloy-Aye, Thoreson-Aye, Borders-Aye, Ziegler-Aye, Shove-Aye

Motion Carried

b. Housing Company Zone Change File No. ZC-23-1

Public Hearing opened at 6:20 pm.

Staff Report

Jon Manley, Planning Manager: Nate Wheeler representing The Housing Company, has requested on the property owner's behalf, The Society of St. Vincent DePaul, approval to rezone approximately 1.16-acres from a mix of Medium Density Residential (R-2) and Community Commercial Services (CCS) zoning to the SmartCode 5 (SC%) zoning district to construct a mixed-use multifamily community. The current land use is an older vacant commercial building as well as older multi-family housing with some tenants currently in them. There are amenities along Seltice, Spokane St and south along 7th that are within walking distance to this site. There is a bus route north of this site off Spokane St. Seltice Way is classified as a principal arterial roadway.

Applicant

Nate Wheeler, The Housing Company: The Housing Company is a nonprofit organized in 1990 with the mission to address the concern of an inadequate supply of affordable, decent rental housing within the state of Idaho and recently surrounding states. Our goal is to partner with local government and other interested parties to solve local housing needs. There are currently 7 buildings on the lot and 4 of them have basements, if we were to develop all building will be removed, engineered fill would come back in and compaction levels and we would rebuild over the top cleaning up this site. The top right corner of this lot, there are 3 fuel tanks that have been closed by DEQ back in 1993 and are still there. With environmental reviews we will determine whether to remove them or leave them. What we are proposing and with the parking requirements we feel pretty confident that everything will work.

Malloy: There is already a stop light at Compton, why not have the egress on Compton and guide people to that light rather than the uncontrolled intersection at Cathleen?

Wheeler: Catherine is a wider street, but if we need to switch the entries we would need to get back with the architects.

Borders: What about the residents that are there now.

Wheeler: We are in discussion and there might be something of a relocation to one of their other properties.

Testimony

In Favor

James Casper (CdA): I am the Executive Director of Habitat For Humanity. Affordable housing is greatly needed. At our location in Hayden, we have 32 spaces, but it works. If you go anytime of the day, it works. People adjust to what is there. Standards and not the thing that makes everything work. Let people make the small bet on this project and make it work.

Christina Petit (Post Falls Chamber): The Chamber is in support of this zone change and in support of workforce housing.

Mark Woodworth (Hayden): St Vincent is one of the truly beneficial non-profits in our community. They do not give a handout but a hand up. I full believe St Vincent is the organization to take on affordable housing. Employers are struggling to find employees because they cannot afford housing here. St Vincent has a proven track record.

Neutral

Samantha Steigleder (Post Falls): My questions pertain to parking. 17 additional parking spots does not seem like enough.

In Opposition: None

Rebuttal

Wheeler: The 32 units would be adding 17 more vehicles due to our research. We will have ample parking spaces with the on-street parking included.

Malloy: When the thrift store was there, was there any study done on the traffic then?

Wheeler: No there was not. We will also be cleaning up the access points on Seltice.

Ziegler: Do you have a ballpark figure on the size of the units that would be available?

Wheeler: We have all different sizes from 620 sq. ft. to 1,200 sq. ft. we will be following Federal guidelines on what the rents would be.

Shove: With the other apartments you have, how long do you see the tenants stay?

Wheeler: We see them staying for a longer period of time, they are not transient. Our rent increases are much smaller, and we have to get them approved by the housing authority. So, people become vested in the community.

Thoreson: Have you done projects that have the commercial aspect like this?

Wheeler: I cannot say that we have, I would have to get back with you.

Shove: Are we incentivizing them to stay in the lower bracket?

Wheeler: There are IRS regulation that we have to follow and there is nothing we can do to move them up brackets.

Public Hearing closed at 7:06 pm.

Discussion

Zone Change Criteria

1. Consistent with the Future Land Use Map.

Malloy: The whole focus area is commercial and industrial.

2. Consistent with the Goals and Policies found in the Comprehensive Plan.

Thoreson: Balance of housing, encouraging density housing.

3. Zoning is assigned following consideration of such items as street classifications, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Thoreson: Seltice is a principal roadway.

Malloy: I use that area to bypass traffic and the road is never busy and can handle an increase.

4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Walker: It is a primary arterial

5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

N/A

6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

N/A

Ziegler: I think this is an excellent project for that location.

Motion by Thoreson the Housing Company Zone Change File No. ZC-23-1, finding that it meets the zoning review criteria, follows municipal code as outlined in our deliberation and to direct staff to prepare a reasoned decision.

Second by Malloy.

Vote: Malloy-Aye, Thoreson-aye, Borders-Aye, Ziegler-Aye, Shove-Aye, Walker-Aye

Motion Carried

- c. Nagra Annexation File No. ANNX-22-11

Public Hearing opened at 7:15 pm.

Staff Report

Jon Manley, Planning Manager: The applicant is Connie Krueger, and the owner is Ranvir Nagra. The requested action is to approve the annexation of approximately 2.64 acres into the City of Post Falls and assign the zoning designation of Community Commercial Services (CCS). At their 12/13/22 the Planning and Zoning Commission recommended the CCS Zoning. Currently it is an underdeveloped county lot. The West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day. Improved roadways with development create safer conditions for both vehicles and pedestrians and possibly increase access for emergency vehicles. With a planned high school nearby and residential mixed zoning in the city to the west, commercial lands within an identified commercial node may add to the vibrancy of the area of Post Falls. This will encourage a balance of land uses to help Post Falls remain a desirable, stable, and sustainable community.

Applicant

Not present

Testimony

In Favor – None

Neutral – None

In Opposition – None

Public Hearing closed at 7:30 pm.

Discussion

Does this make sense to annex?

Borders: The development agreement says time is of the essence on this annexation. My question is why because sewer is not going to be there for quite some time, we don't even have a lift station there yet. The annexation does make sense.

Manley: That is boiler plate language in the agreements.

Zoning Criteria

1. Consistent with Future Land Use Map.
Malloy: Commercial in a commercial node.
2. Consistent with Goals and Policies found in the Comprehensive Plan.
Ziegler: Creates opportunity in a commercial node.
Malloy: Provide pedestrian connectivity.
3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
Malloy: Street classification can handle it.
4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
Borders: McGuire can handle it.
5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
Malloy: Right now, there is not a lot out there.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
N/A

Motion by Thoreson to approve the Nagra Annexation File No. ANNX-22-11 and have staff prepare the final ordinance for annexation.

Second by Malloy.

Vote: Thoreson-Aye, Borders-Aye, Ziegler-Aye, Shove-Aye, Walker-Aye, Malloy-Aye

Motion Carried

Motion by Thoreson to approve the zone CCS the requested zoning for Nagra Annexation File No. ANNX-22-11, finding that the zoning meets the zoning criteria in the Post Falls municipal code as outlined in our deliberation and to have staff prepare a reasoned decision.

Second by Malloy.

Vote: Thoreson-Aye, Borders-Aye, Ziegler-Aye, Shove-Aye, Walker-Aye, Malloy-Aye

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Corbin Lift Station Replacement – Recommendation of Award

Jaxon Fleshman, Project Manager, Projects Division presenting: Bids were opened for the Corbin Lift Station Replacement project on June 8th, 2023. The City received four bids, with LaRiviere having the apparent low base bid of \$1,236,702.50 and Add Alternate No 2 in the amount of \$378,749. Total award is in the amount of \$1,615,451.50. The engineer's estimate for construction is \$1,760,100. Following review, Welch Comer and City Staff recommends the award to LaRiviere. The Corbin Lift Station was originally constructed in 1987 and is identified as needing significant upgrades in the 2018 Collections System Master Plan. The City contracted with Welch Comer Engineers for the design and construction management of the lift station replacement in March 2022. Rehabilitation of the facility was not feasible, and the replacement of the lift station was recommended by Welch Comer. This project will be a complete replacement, with notable upgrades, such as the addition of an emergency storage structure and increased capacity to handle future build out. An opportunity to purchase the additional property and construction easement adjacent to the site, was a consideration in prioritizing this project for 2023 construction. Completion of the lift station is anticipated by the end of year 2024 and includes an optional and defined shutdown intended to mitigate a delay in the procurement of material and electrical equipment needed to bring the facility into operation.

Motion by Malloy to approve the Corbin Lift Station Replacement – Recommendation of Award.

Second by Borders.

Vote: Borders-Aye, Ziegler-Aye, Shove-Aye, Walker-Aye, Malloy-Aye, Thoreson-Aye

Motion Carried

4. NEW BUSINESS

This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.

ACTION ITEMS:

- a. Ordinance – KCFR & KCEMSS Impact Fee Update

Jon Manley, Planning Manager: The KCFR & KCEMSS impact fees are set only by being either a residential or non-residential use. This difference in the application of the impact fees has proven problematic. This city has not typically collected impact fees for items such as fuel stations, canopy covers, lift stations, other public utility structures, multi-family carports, etc. this amendment will allow us to collect impact fees consistent with the manner the city collects impact fees. The ordinance states that regardless of the methodology, the city will only collect impact fees for KCFR & KCEMSS when it collects its own impact fees.

Motion by Malloy to place the Ordinance KCFR & KCEMSS Impact Fee Update on its first and only reading by title only while under suspension of the rules.

Second by Borders.

Vote: Ziegler-Aye, Shove-Aye, Walker-Aye, Malloy-Aye, Thoreson-Aye, Borders-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO POST FALLS MUNICIPAL CODE 19.10.040 REGARDING THE IMPOSITION OF IMPACT FEES: PROVIDING FOR AMENDMENT TO POST FALLS MUNICIPAL CODE 19.10.050 REGARDING EXEMPTIONS;

PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Motion by Malloy to approve the Ordinance KCFR & KCEMSS Impact Fee Update and to direct the clerk to assign the appropriate number and that it be published by summary only. Second by Borders.
Vote: Ziegler-Aye, Shove-Aye, Walker-Aye, Malloy-Aye, Thoreson-Aye, Borders-Aye
Motion Carried**

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

None

6. ADMINISTRATIVE / STAFF REPORTS

This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.

None

7. MAYOR AND COUNCIL COMMENTS

This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

8. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially subject to applicable legal requirements; the Council may enter executive session to discuss such matters. The motion to enter into executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.

ACTION ITEM (To enter into executive session only):

- a. Idaho Code 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.

Motion Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(c), to acquire an interest in real property which is not owned by a public agency, further that no action will be taken during the session and the session will last no longer than 10 minutes. Second by Walker.

**Vote: Shove-Aye, Walker-Aye, Malloy-Aye, Thoreson-Aye, Borders-Aye, Ziegler-Aye
Motion Carried**

RETURN TO REGULAR SESSION 7:53 PM

ADJOURNMENT 7:53 PM

Ronald G. Jacobson, Mayor

Rhiannon O’Neill, Deputy City Clerk

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City’s YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

Mission

The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

“Where opportunities flow, and community is a way of life”

Post Falls Check Approval



City of Post Falls

Packet: APPKT11022 - Check Run 7.18.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 7/12/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN11835	SORBONNE HOMES LLC				
APMWB	Check	BOND RELEASE -	BOND RELEASE - 1067 E PERCIVAL	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 1017 E BLAIR	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 1122 E PERCIVAL	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 1141 E PERCIVA	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 1162 E PERCIVAL	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 965 E BLAIR	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 975 E BLAIR	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 1177 E PERCIVAL	001-22115	2,000.00
Balance Sheet Accounts Total:					16,000.00
Dept: 411 Mayor & Council					
P4835	ProPrint				
APMWB	Check	63276	Business cards for Councilor Kerri Thoreson	001-411.0000.63060	21.60
Dept 411 Total:					21.60
Dept: 412 Information Systems					
VEN06324	Microsoft Corporation				
APMWB	Check	G024875943	Smarter Event Booking annual license	001-412.0000.66014	999.00
Dept 412 Total:					999.00
Dept: 414 Finance					
VEN14783	ClearGov Inc.				
APMWB	Electronic Funds Transf	2023-13219	Onboarding for ClearGov Capital - budgeting	001-414.0000.62040	11,700.00
C239	CMRS-FP				
APMWB	Check	00000	Postage for Postage Machine	001-414.0000.63070	2,000.00
VEN14806	Debtbook				
APMWB	Electronic Funds Transf	DB2002400	Tier 1 - Lease and SBITA Management	001-414.0000.62040	6,000.00
VEN02035	Staples, Inc				
APMWB	Check	3541929999	Office Supplies- Finance	001-414.0000.63060	44.38
Dept 414 Total:					19,744.38
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000010511	Printing of Ordinance 1488	001-415.0000.62000	74.99
Dept 415 Total:					74.99
Dept: 417 Media/Cable Franchise					
P4835	ProPrint				
APMWB	Check	63487	Business Cards Master	001-417.0000.62003	424.00
V059	VMI, Inc.				
APMWB	Check	305969	Blackmagic ATEM SDI Extreme ISO and cor	001-417.0000.80070	1,291.52
Dept 417 Total:					1,715.52
Dept: 418 Human Resources					
V040	ODP Business Solutions				
APMWB	Check	317117185001	Office Supplies-HR	001-418.0000.63060	50.91
VEN02035	Staples, Inc				
APMWB	Check	3541930002	Office Supplies- HR	001-418.0000.63060	72.99
Dept 418 Total:					123.90
Dept: 421 Police					

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN09421	Assurance Fitness Repair				
APMWB	Check	10873	Gym equipment maintenance	001-421.0000.68010	515.00
A0901	AT&T Mobility				
APMWB	Check	287291408138X062	PD Mifis	001-421.0000.65030	1,574.72
A017	A-Tec, Inc.				
APMWB	Check	6009	Exacq to OpenEye video conversion and lice	001-421.0000.66041	3,608.75
		6010	Interview Rm Camera replacement	001-421.0000.66044	1,290.77
C210	City of Post Falls				
APMWB	Check	INV0146158	City Utilities June 2023	001-421.0000.65004	1,168.88
C291	Coeur d' Alene Press				
APMWB	Check	25366 a	CAD Request for Bids	001-421.0000.62000	91.52
C220	Coleman Oil Co				
APMWB	Check	CICL90899	PD fuel	001-421.0000.64030	6,019.17
		CICL93950	PD Fuel	001-421.0000.64030	6,393.15
C4106	CPS				
APMWB	Check	TR-INV002382	Officer applicant testing	001-421.0000.64020	517.00
		TR-RTN001837	Credit for returns	001-421.0000.64020	-35.00
C4245	Crown Castle GT Co., LLC				
APMWB	Check	41611216	Post Falls tower rental	001-421.0000.62040	327.22
		4161128	Stateline tower rental	001-421.0000.62040	433.10
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	16204	Business cards - Clark	001-421.0000.63210	55.00
VEN06546	Findlay Chrysler Dodge Jeep Ram				
APMWB	Check	249929	Battery cover - PFPD155	001-421.0000.67100	96.80
		249693	Hubcaps - PFPD142	001-421.0000.67100	179.20
		248688	Manifold new build	001-421.0000.67100	371.00
G020	Galls, LLC				
APMWB	Check	024609181	Belt keepers - Bowne	001-421.0000.67020	61.99
VEN07726	Jon Dekeles				
APMWB	Check	070523	Chaplain stipend - May and June	001-421.0000.62370	200.00
K140	Kootenai Electric				
APMWB	Check	1588061 063023	Blossom Mtn Electric	001-421.0000.65021	318.87
L0195	Language Line Services				
APMWB	Electronic Funds Transf	10733861	Interpreter services	001-421.0000.65030	90.00
		11029503		001-421.0000.65030	90.00
V040	ODP Business Solutions				
APMWB	Check	317686567001	Office Supplies- PD	001-421.0000.66042	505.98
O050	Oxarc Inc.				
APMWB	Check	0031827548	Fire extinguishers	001-421.0000.67020	153.12
P4384	Proforce Law Enforcement				
APMWB	Check	522351	Tasers	001-421.0000.63500	5,752.04
		52003	Taser batteries	001-421.0000.67020	908.25
		520070	Vest carrier - Bowman	001-421.4000.72010	240.95
VEN14817	Public Safety Psychological Services				
APMWB	Check	3515	Pre-employment evaluation - Miller	001-421.0000.64020	450.00
VEN04236	Ramey's Yard Care				
APMWB	Check	700855	PD perimeter pest control	001-421.0000.68010	115.00
VEN07943	Retail Acquisition & Development, Inc				
APMWB	Check	9000950220	Patrol batteries	001-421.0000.63130	318.90
		9001049377	Patrol batteries (night vision)	001-421.0000.63130	89.59
R251	Serights Ace Hardware				
APMWB	Check	344008/1	Nuts, bolts, staples	001-421.0000.67100	43.68
		343974/1	Misc nuts and bolts for shop	001-421.0000.67100	10.77
S275	Solar Eclipse				
APMWB	Check	48285	Rockchip repair - PFPD155	001-421.0000.67170	39.95
		47326 2	Labor on previously submitted invoice - PFPI	001-421.0000.67170	90.00
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	18297	Monthly cyber monitoring	001-421.0000.62040	9,332.00
VEN14751	Tetiri, LLC				
APMWB	Check	19	July 2023 Rent	001-421.0000.62040	1,480.50
VEN14564	Threads				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
T118	APMWB	Check	12	May uniform alterations	001-421.4000.72000	190.00	
		TPI Embroidery					
VEN07714	APMWB	Check	10187	Patrol Hats - Close/Roach	001-421.4000.72000	44.00	
		Uniforms2gear, Inc					
	APMWB	Electronic Funds Transfr	INV/2023/03/0837	ECO Uniforms	001-421.4000.72000	222.61	
			INV/2023/03/0831		001-421.4000.72000	243.34	
VEN14328	APMWB	ZaccWorks					
	APMWB	Check	2023-0623A	Monthly server maintenance	001-421.0000.66043	135.00	
			2023-623B	Monthly website maintenance	001-421.0000.66043	125.00	
VEN03255	APMWB	Ziply Fiber					
	APMWB	Check	2087736415061303	PD Elevator line	001-421.0000.65030	50.04	
			2087733518062003	PD business lines	001-421.0000.65030	289.97	
			2087777569071422	PD Wifi	001-421.0000.65030	85.60	
				Dept 421 Total:		44,283.43	
Dept: 424 Legal							
V040	APMWB	ODP Business Solutions					
	APMWB	Check	319628268001	Office Supplies- Legal	001-424.0000.63040	734.97	
				Dept 424 Total:		734.97	
Dept: 427 Animal Control							
C220	APMWB	Coleman Oil Co					
	APMWB	Check	CICL90899	PD fuel	001-427.0000.64030	330.60	
			CICL93950	PD Fuel	001-427.0000.64030	203.75	
				Dept 427 Total:		534.35	
Dept: 431 Streets							
A365	APMWB	American On-Site Services					
	APMWB	Check	514232	June Port-a-John Maintence - Streets	001-431.0000.68130	78.00	
C210	APMWB	City of Post Falls					
	APMWB	Check	INV0146158	City Utilities June 2023	001-431.0000.65004	1,133.49	
F070	APMWB	Fire Safety Specialists					
	APMWB	Check	26043	Street/Fleet 2023 Fire Extinguisher Certificat	001-431.0000.63110	330.90	
VEN01373	APMWB	Intermountain Sign & Safety					
	APMWB	Check	16679	Surface mount telespar breakaway	001-431.0000.63260	330.00	
			16665	post and sign cuts	001-431.0000.63260	156.00	
			16637	Sheer cuts and sign radius	001-431.0000.63260	72.00	
			16741	Diamond grade sheeting material	001-431.0000.63260	1,762.50	
			17170	Chipseal Marker	001-431.0000.68130	340.00	
I340	APMWB	Interstate Concrete & Asphalt					
	APMWB	Check	872175	2023 Greensferry Paving	001-431.0000.68130	14,923.96	
			870651	Asphalt - Greensferry - 5/8" Top Course	001-431.0000.68130	66.24	
			871366	Greensferry Paving Project	001-431.0000.68130	27,380.88	
			876287	Asphalt - 19th Ave	001-431.0000.68130	93.84	
			871586	Greensferry Paving project	001-431.0000.68130	21,418.64	
V040	APMWB	ODP Business Solutions					
	APMWB	Check	317117185001	Office Supplies-HR	001-431.0000.63060	4.44	
VEN08121	APMWB	PacWest Machinery LLC					
	APMWB	Check	471347	Tymco sweeper gutter brooms	001-431.0000.63520	3,604.96	
P217	APMWB	Porter W Yett Company, Inc.					
	APMWB	Check	23557-1	2023 Asphalt grinding	001-431.0000.68130	18,921.11	
R251	APMWB	Serights Ace Hardware					
	APMWB	Check	344528/1	Garden Sprayer	001-431.0000.67090	71.96	
			344734/1	Gorilla Tape	001-431.0000.68010	16.19	
			344578/1	Swivel hose	001-431.0000.68100	89.99	
			344356/1	Propane - Traffic	001-431.0000.68100	13.98	
			344657/1	Return for defective item - orig. inv 344578/1	001-431.0000.68100	-31.50	
			344463/1	Propane - Streets	001-431.0000.68130	14.30	
			344916/1	Propane	001-431.0000.68130	32.18	
VEN02035	APMWB	Staples, Inc					
	APMWB	Check	3541930003	Office Supplies-Streets	001-431.0000.63060	57.12	

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
U140	UpScale Mail				
APMWB	Check	328295	Laminating - Sweeper Maps	001-431.0000.63520	72.98
VEN14310	US Fleet Tracking LLC				
APMWB	Check	446587	Monthly Fleet Tracking Service	001-431.0000.66016	539.10
Z026	Ziegler Lumber Co #017				
APMWB	Check	441316	Limestone Cement	001-431.0000.68150	2,073.20
Dept 431 Total:					93,566.46
Dept: 433 Facility Maintenance					
P310	Platt Electric Supply				
APMWB	Check	4z27631	Ballast order	001-433.0000.63720	77.26
VEN04236	Ramey's Yard Care				
APMWB	Check	213471	CH bug spray	001-433.0000.68010	115.00
R251	Serights Ace Hardware				
APMWB	Check	344347/1	counter repair	001-433.0000.63730	11.69
		344588/1	Toilet repair	001-433.0000.68010	24.74
T090	Thorco, Inc.				
APMWB	Check	1795066	City Hall Parking Lot Lights	001-433.0000.68010	6,417.98
T118	TPI Embroidery				
APMWB	Check	10205	Uniforms for Rustin	001-433.4000.72000	229.90
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfr	501255	paper supplies ch and pd	001-433.0000.63140	791.06
		501257	Cleaning supplies CH and PD	001-433.0000.63150	344.01
		501194	vacuum switch	001-433.0000.63150	10.89
Dept 433 Total:					8,022.53
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	92407	Air Compressor parts	001-434.0000.68010	-11.46
		92406	Shop Air Compressor parts	001-434.0000.68010	14.00
		92342	Shop Air hoses	001-434.0000.68010	155.68
		92390	Plug/Coupling/ hex nip/safety coupler - Shop	001-434.0000.68010	302.16
		92315	Shop Air Hoses	001-434.0000.68010	342.11
		92296	Parts & Adapters for Shop Air System	001-434.0000.68010	411.39
A293	Allwest Testing & Engin., LLC				
APMWB	Check	231753	Fleet Shop - concrete testing	001-434.1312.95520	1,946.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4161146530	Laundry & Rugs	001-434.0000.63160	80.43
		4159755566		001-434.0000.63160	80.43
		4160477533	Laundry & Rug Service	001-434.0000.63160	80.43
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1149288	Tires - P614	001-434.0000.67190	381.24
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	142951	Routine Service - P119	001-434.0000.67170	160.65
N001	Napa Auto Parts				
APMWB	Check	3688-241772	Oil Drain Gasket - S555	001-434.0000.63011	11.97
		3688-240620	oil filters - stock	001-434.0000.63011	35.58
		3688-242044	Asst Fuses	001-434.0000.63011	50.60
		3688-239271	Core Deposit - S007	001-434.0000.63011	-18.00
		3688-242043	Fuse - F101	001-434.0000.63011	65.40
		3688-240374	Cab Filter - P130	001-434.0000.63012	17.79
		3688-242983	Cut-Off Switch - P116	001-434.0000.63012	19.71
		3688-240620	oil filters - stock	001-434.0000.63012	35.58
		3688-242044	Asst Fuses	001-434.0000.63012	50.60
		3688-243025	Ref Oil - P116	001-434.0000.63012	11.62
		3688-239574	Brakes - A103	001-434.0000.63013	231.77
		3688-240776	Wire - E119	001-434.0000.63013	188.02
		3688-242044	Asst Fuses	001-434.0000.63013	50.59
		3688-240620	oil filters - stock	001-434.0000.63013	17.79
		3688-240362	Fuse Holder - E119	001-434.0000.63013	60.00
		3688-240786	Butt Connector - E119	001-434.0000.63013	18.90

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-241023	Milwaukee Bandfile	001-434.0000.67020	348.99
		3688-241059	Milwaukie M12 2.0 Starter kit	001-434.0000.67090	78.99
		3688-241829	Glove Dispenser	001-434.0000.68010	55.98
P180	Perfection Tire				
APMWB	Check	1059311	Flat repair - Parks	001-434.0000.67210	74.90
R251	Serights Ace Hardware				
APMWB	Check	344422/1	Chain linkage - S555	001-434.0000.63011	31.23
		344384/1	Pipe Cutter	001-434.0000.67090	15.29
		344273/1	nails bolts nuts	001-434.0000.67090	12.00
		344918/1	Casters	001-434.0000.68010	136.76
S390	Spokane House of Hose Inc.				
APMWB	Check	1009995	Air plug - shop	001-434.0000.68010	4.08
T106	Titan Truck Equipment				
APMWB	Check	1351165	Repair work - S233	001-434.0000.67170	1,060.20
VEN13040	Turf Star Western				
APMWB	Check	7274144-02	Support Bumper - P451	001-434.0000.63012	99.74
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P258782	Power Steering Filter - S555	001-434.0000.63011	17.41
		027P258807	Crankcase - S555	001-434.0000.63011	101.15
Z026	Ziegler Lumber Co #017				
APMWB	Check	478642	Big Stretch Caulk	001-434.0000.67090	79.90
		483783	FLip up tool hanger	001-434.0000.68010	33.27
		485784	2x10 fir strips	001-434.0000.68010	30.20
Dept 434 Total:					6,971.07
Dept: 441 Urban Forestry					
VEN14377	Affordable Stump Grinding				
APMWB	Check	1202	Stump Grinding	001-441.0000.62040	1,120.00
A5189	Aspen Nursery				
APMWB	Check	74917	Replacement Tree & River Side Tree	001-441.0000.68190	767.80
Dept 441 Total:					1,887.80
Dept: 442 Cemetery					
C210	City of Post Falls				
APMWB	Check	INV0146158	City Utilities June 2023	001-442.0000.65004	3,104.53
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	108023	JUNE MEMORIALS	001-442.0000.63760	1,231.65
W230	Wilbert Precast Inc.				
APMWB	Check	INV0146145	12 30G grave liners	001-442.0000.63420	3,957.96
Dept 442 Total:					8,294.14
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	3019285	Acetylene for Welding	001-443.0000.64030	8.79
A365	American On-Site Services				
APMWB	Check	514206	Hilde Kellogg Portable	001-443.0000.65050	105.00
		514208	Black Bay Portable	001-443.0000.65050	78.00
		514205	Q'emiln Portables	001-443.0000.65050	240.00
		514207	Corbin Portable	001-443.0000.65050	78.00
		514251	Warren Portable	001-443.0000.65050	105.00
		514250	Upper Corbin Portable	001-443.0000.65050	105.00
		514210	White Pine Portables	001-443.0000.65050	206.80
		514230	4th St. Trailhead Portable	001-443.0000.65050	105.00
		514209	Skate Park Portable	001-443.0000.65050	105.00
		514211	Crown Pointe Portable	001-443.0000.65050	78.00
		514233	Community Garden Portable	001-443.0000.65050	105.00
VEN14428	Asphalt Pros USA				
APMWB	Check	1780	Crack fill & seal Q'emiln top lot	001-443.0000.68111	9,171.25
		1778	Crack Fill and Seal Q'emiln Middle Lot	001-443.0000.68111	14,777.94
		1779	Crack fill & Seal Qpemiln Lower Lot	001-443.0000.68111	22,038.40
C210	City of Post Falls				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	INV0146158	City Utilities June 2023	001-443.0000.65004	13,998.00
				001-443.0000.68230	461.93
C130	Coeur d'Alene Tractor				
APMWB	Check	CD1072087	Mower Parts	001-443.0000.66190	61.84
C3818	Cooper Fabrication, Inc.				
APMWB	Check	25938	Fabricate replica basket	001-443.0000.62180	100.00
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	11738	Keys for Parks	001-443.0000.67030	47.85
		11766	Keys for Park Buildings	001-443.0000.67030	32.40
VEN14423	Crazy Clean Carpet Cleaning LL				
APMWB	Check	54793	Cleaned Trailhead Carpets	001-443.0000.62180	792.00
F020	Fastenal Company				
APMWB	Check	IDCOE181462	Cleaning Supply	001-443.0000.63150	18.20
		IDCOE182170	Traffic Cones for Parks	001-443.0000.63260	3,018.92
		IDCOE182884	Hardware for Buoys	001-443.0000.67030	501.24
G098	Grainger				
APMWB	Check	9748316511	PD Sub-Station	001-443.0000.68230	72.98
H1957	Horizon				
APMWB	Electronic Funds Transf	2S191324	Small Equipment Oil	001-443.0000.66190	59.04
		2S195781	Irrigation Parts	001-443.0000.68230	501.42
		2S191367	Irrigation Parts for Repairs	001-443.0000.68230	458.70
		2S190200	Irrigation Parts for repair	001-443.0000.68230	7.60
L109	Lowe's Credit Services				
APMWB	Check	17459	Tools for Construction	001-443.0000.67090	66.45
N001	Napa Auto Parts				
APMWB	Check	3688-220565	Small Equipment Funnel	001-443.0000.66190	4.49
		3688-237198	Light for Equipment	001-443.0000.66190	4.10
N210	Northland Nursery				
APMWB	Check	220000038599	Meadows Project Flowers	001-443.0000.68210	206.70
		2200000037973	Plants for Spokane St.	001-443.0000.68210	70.20
R1691	River City Paint & Decorating				
APMWB	Check	53815	Paint for Graffiti Cover-up	001-443.0000.67050	289.91
R251	Serights Ace Hardware				
APMWB	Check	344790/1	Respirator for Safety	001-443.0000.63110	25.19
		344628/1	Tool for Phil's Truck	001-443.0000.67090	22.49
		344609/1	Irrigation Parts	001-443.0000.68230	7.36
		344762/1	Electrical for Q'emiln Parks	001-443.1658.62330	30.62
		344733/1	Electrical parts for Q'emiln	001-443.1658.62330	70.69
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	13103617-001	Sign Holders	001-443.0000.63260	22.84
		132243774-001	Ground Fabric for Meadows Service Project	001-443.0000.68170	126.02
		132237683-001	Irrigation Parts for North Parks	001-443.0000.68230	409.64
		125729479-001	Credit on Account from Points Earned	001-443.0000.68230	-470.00
		131942932-001	Irrigation Parts for South Side	001-443.0000.68230	153.07
		131667371-001	Irrigation Parts	001-443.0000.68230	9.30
		132124918-001	Solenoid for South Parks	001-443.0000.68230	35.93
		131789117-001	Arboretum Irrigation	001-443.0000.68230	27.16
		131814042-001	Irrigation Parts for South Side	001-443.0000.68230	72.01
		131918822-001	South Side Irrigation Parts	001-443.0000.68230	39.61
		131633355-001	Irrigation parts for North Parks	001-443.0000.68230	16.46
T106	Titan Truck Equipment				
APMWB	Check	1348853	P129 service body and rack	001-443.0000.90050	17,084.97
VEN01248	United Crown Pump & Drilling				
APMWB	Check	106193	Install new pump on freeway water feature	001-443.0000.67050	8,239.49
U040	United Electrical				
APMWB	Check	21920	Electrical circuits added to the Trailhead	001-443.1658.62330	2,575.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	501251	Cleaning Supplies for Parks	001-443.0000.63150	1,361.47
Z026	Ziegler Lumber Co #017				
APMWB	Check	2121920	Concrete	001-443.0000.68170	191.85
		488304	Concrete for construction	001-443.0000.68170	273.00

Packet: APPKT11022 - Check Run 7.18.23

Check Date: 7/12/2023

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 445 Recreation					
VEN13187	Checkr Inc				
APMWB	Check	865245	Coaches Background Checks	001-445.0000.62080	421.12
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	11770	Keys for Block Party Trailer	001-445.0000.63000	57.89
VEN14549	DaySmart Recreation				
APMWB	Check	00973290	Quarterly payment online registration	001-445.1445.62190	2,095.12
VEN07191	Mountain Dog Sign Company Inc				
APMWB	Check	INV0146119	Trailer Wrap for Block Party Trailer	001-445.0000.90010	3,535.00
V040	ODP Business Solutions				
APMWB	Check	314462955001	Office Supplies- Recreation	001-445.0000.63060	39.98
		314430564001		001-445.0000.63060	92.21
VEN01197	Post Falls High School				
APMWB	Check	INV0146123	Tennis Camp Payment	001-445.0000.62040	2,334.29
P4835	ProPrint				
APMWB	Check	63421	Business Cards	001-445.0000.63060	263.50
		63421-1		001-445.0000.63060	31.00
S050	Saturday Night Inc.				
APMWB	Check	104435	Golf Camps Shirts	001-445.0000.63430	249.43
R251	Serights Ace Hardware				
APMWB	Check	344731/1	Block Party Trailer	001-445.0000.63000	37.79
VEN02035	Staples, Inc				
APMWB	Check	3541930004	Office Supplies- Recreation	001-445.0000.63060	23.73
		3541930005		001-445.0000.63060	139.91
VEN14261	The JACC				
APMWB	Check	063023	Contractual payment	001-445.0000.62040	252.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	474230	Block Party Trailer	001-445.0000.63000	402.34
Dept 445 Total:					9,975.31
Dept: 450 Economic & Comm. Dev. Rev					
VEN14829	Annette Powell				
APMWB	Check	07.12.23	Refund for plumbing permit	001-450.1753.38506	51.00
VEN09657	RYNEARSON, SCOTT & JENNIFE				
APMWB	Check	INV0146115	Refund Plan Review BLDC-23-100	001-450.1753.38507	886.18
Dept 450 Total:					937.18
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000010722	Montrose 2022 PUD_SUB	001-451.0000.62000	197.58
		0000010027	Nagra Annx-22-11	001-451.0000.62000	319.26
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR287729	Contract Payment for V9735700465	001-451.1901.66140	10.22
		AR287730	Contract Payment for G736M660937	001-451.1901.66140	21.03
P4835	ProPrint				
APMWB	Check	63491	New Employee Biz Cards	001-451.0000.63060	31.00
R251	Serights Ace Hardware				
APMWB	Check	344325/1	U-Post Heavy Duty SFT - Public Hearing Po	001-451.0000.63000	71.92
Dept 451 Total:					651.01
Dept: 452 Building Inspector					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR287729	Contract Payment for V9735700465	001-452.1901.66140	10.21
		AR287730	Contract Payment for G736M660937	001-452.1901.66140	21.03
Dept 452 Total:					31.24
Dept: 453 Engineering					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR287729	Contract Payment for V9735700465	001-453.1901.66140	10.21

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Transfr	AR287730	Contract Payment for G736M660937	001-453.1901.66140	21.03
Dept 453 Total:					31.24
Dept: 481 Capital Improvements/Contracts					
A4900	Architectural Hardware, Inc.				
APMWB	Check	27482	PD Sub-Station	001-481.0000.68395	1,257.00
VEN12372	Bernardo/Wills Architects, PC				
APMWB	Check	23700	City Hall Remodel Bernardo Wills Invoice M	001-481.0000.62040	7,815.00
C210	City of Post Falls				
APMWB	Check	INV0146158	City Utilities June 2023	001-481.0000.68390	744.71
U040	United Electrical				
APMWB	Check	22094	PD Sub Station	001-481.0000.68395	719.19
		22095	PD Sub-Station	001-481.0000.68395	570.94
		22096	PD Sub-Station Electrical Work	001-481.0000.68395	16,675.00
Dept 481 Total:					27,781.84
Fund 001 Total:					340,787.28
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00109332	Employee Recognition Awards	003-482.0000.73020	192.53
VEN07938	Crystal Balback				
APMWB	Check	49	Zumba Wellness Classes	003-482.4000.73000	210.00
		50		003-482.4000.73000	240.00
Y0180	Yoga By Cindy				
APMWB	Check	60	Yoga Classes	003-482.4000.73000	300.00
Dept 482 Total:					942.53
Fund 003 Total:					942.53
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
VEN14827	Benjamin Vogel				
APMWB	Check	071223	Band Payment for Market & Music	023-446.1605.34107	750.00
P1981	Blane Q. Petersen				
APMWB	Check	071223	Band payment for Market & Music	023-446.1605.34107	800.00
VEN01920	Mallaurocott Design				
APMWB	Check	3234	Marketing RCMM	023-446.1605.62002	626.50
VEN14162	Robert Kasun				
APMWB	Check	071223	Band Payment for Market & Music	023-446.1605.34107	750.00
VEN14824	Sam Leyde Band				
APMWB	Check	071223	Band Payment for Market & Music	023-446.1605.34107	1,000.00
R251	Serights Ace Hardware				
APMWB	Check	344689/1	Post Falls Festival Supplies	023-446.1601.63000	27.78
Dept 446 Total:					3,954.28
Fund 023 Total:					3,954.28
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transfr	June 2023	Impact Fees for June 2023	034-428.0000.33117	-470.00
				034-428.0000.62040	10,756.78
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transfr	June 2023	June 2023	034-428.0000.33117	-920.00
				034-428.0000.62040	95,299.40
Dept 428 Total:					104,666.18
Fund 034 Total:					104,666.18

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
VEN02944	BNSF Railway Company						
APMWB	Electronic Funds Transf			INV #90253065	INV #90253065 - CONTRACT #BF20201174037-431.0000.95134		795.17
VEN07815	LaRiviere, Inc						
APMWB	Check			Pay App #12 - Spok	Pay App #12 - Spokane & Prairie	037-431.0000.95200	157,356.98
Dept 431 Total:							158,152.15
Fund 037 Total:							158,152.15
Fund: 038 - PARKS IMPACT FEES							
Dept: 443 Parks							
VEN12724	Civitas, Inc						
APMWB	Check			26178	Black Bay Master Plan	038-443.0000.94070	1,587.50
				26179		038-443.0000.94070	825.00
Dept 443 Total:							2,412.50
Fund 038 Total:							2,412.50
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			92373	11/2" Suction	650-463.0000.68025	98.82
VEN14648	Beveridge and Diamond PC						
APMWB	Check			230600547	IPDES Legal Support through April 2023	650-463.0000.62010	1,864.50
C210	City of Post Falls						
APMWB	Check			INV0146158	City Utilities June 2023	650-463.0000.65080	133.58
VEN03982	Dally Environmental LLC						
APMWB	Check			2723	Avista Contract No. R-39492 Stakeholder Ju	650-463.0000.62040	1,292.30
F030	FedEx						
APMWB	Check			397265033109	Freight Memphis WWTP to PF WWTP	650-463.0000.68025	82.00
N001	Napa Auto Parts						
APMWB	Check			3688-241505	Gear Oil - Andritz WRF	650-463.0000.68025	44.79
P180	Perfection Tire						
APMWB	Check			1058899	Oil Change - T118	650-463.0000.67170	177.35
VEN03698	Smith & Loveless Inc						
APMWB	Check			169220	Pump Vac 1/2 HP, Pump Vac Repair Kit	650-463.0000.68025	1,290.67
VEN11958	Ultra-Lawn, LLC						
APMWB	Check			89960	WRF 2023 Lawn Care	650-463.0000.62180	4,186.00
W220	White Cap Construction Supply						
APMWB	Check			50022574088	20oz Aluminum Stone Spectrum, Cartridge	650-463.0000.68010	294.20
Dept 463 Total:							9,464.21
Dept: 466 Wastewater - Collections							
C210	City of Post Falls						
APMWB	Check			INV0146158	City Utilities June 2023	650-466.0000.65080	173.03
						650-466.0000.65081	946.07
C291	Coeur d' Alene Press						
APMWB	Check			0000010508-06202	Service Truck Sole Source Advert	650-466.0000.90040	39.57
T118	TPI Embroidery						
APMWB	Check			18974	Safety Yellow Jackets	650-466.4000.72000	138.80
Dept 466 Total:							1,297.47
Dept: 468 Wastewater - Surface Water							
A133	Adams Tractor Company, Inc.						
APMWB	Check			ATS-3051730	Blade for Mower	650-468.0000.68380	125.70
A5189	Aspen Nursery						
APMWB	Check			74917	Replacement Tree & River Side Tree	650-468.0000.68380	279.20
C210	City of Post Falls						
APMWB	Check			INV0146158	City Utilities June 2023	650-468.0000.65080	68.72
						650-468.0000.65081	7,822.67

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H1957	Horizon				
APMWB	Electronic Funds Transfr	2S191188 2S191308	Tap Saddle 1", 1" Jar Top Valve Bluetooth Battery Control Solenoid	650-468.0000.68380 650-468.0000.68380	103.48 494.64
VEN10274	Jordan Sales & Service Inc				
APMWB	Check	01-25180	Short Shaft Spindle, Front Fork	650-468.0000.68380	263.01
VEN02385	Prairie Transfer Station				
APMWB	Check	08-07292 08-05952 08-10759 07-92141	Wood Waste Wood Waste Wood Waste Branches from Mound	650-468.0000.68380 650-468.0000.68380 650-468.0000.68380 650-468.0000.68380	2.70 4.05 5.85 9.00
R1913	Rockhound Landscape Supply				
APMWB	Check	6.6.2023 6.14.2023 6.28.2023 6.15.2023	2 Yards Lg Basalt 719 Greensferry 3 Yards Bleanded -719 Greensferry 3 yards Blended Soil 2 Yards 4-8 Basalt Greensferry - Poleline	650-468.0000.68380 650-468.0000.68380 650-468.0000.68380 650-468.0000.68380	92.00 102.00 102.00 184.00
R251	Serights Ace Hardware				
APMWB	Check	344559/1 344438/1	Job Supplies Work Supplies	650-468.0000.68380 650-468.0000.68380	80.97 17.77
Dept 468 Total:					9,757.76
Fund 650 Total:					20,519.44
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
P050	Panhandle Area Council				
APMWB	Check	38-PFLM	Tertiary Upgrade PAC Invoice June 2023	651-463.3213.90015	1,871.00
Dept 463 Total:					1,871.00
Fund 651 Total:					1,871.00
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
C291	Coeur d' Alene Press				
APMWB	Check	CDA#10614	Corbin Lift Station Bid Advertisement Invoice	652-463.3234.95520	228.32
Dept 463 Total:					228.32
Fund 652 Total:					228.32
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	36591	Wood waste	700-461.0000.65050	110.00
VEN02385	Prairie Transfer Station				
APMWB	Check	07-87967 07-87699 07-92954 08-06010 08-03186 08-06221 08-08781	Big Can Refuse Big Can Refuse General Refuse Big Can Refuse General Refuse Big Can Refuse General Clean-up refuse	700-461.0000.65050 700-461.0000.65050 700-461.0000.65050 700-461.0000.65050 700-461.0000.65050 700-461.0000.65050 700-461.0000.65050	27.30 29.90 29.90 39.65 14.30 20.80 22.75
Dept 461 Total:					294.60
Fund 700 Total:					294.60
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	132121	Coliform Presence/Absence, Nitrate	750-462.0000.68360	60.00
VEN14124	Badger Meter, Inc.				
APMWB	Check	80131296	BEACON MBL HOSTING SERV UNIT June	750-462.0000.66012	43.44
VEN05261	CDA PAVING				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C210 APMWB	Check City of Post Falls	85200	Concrete/ Mixed	750-462.0000.63280	27.17
H215 APMWB	Check Core & Main LP	INV0146158	City Utilities June 2023	750-462.0000.65004	601.21
VEN14305 APMWB	Check General Pacific, Inc	S995789 T038405	Safety Flag Gasket 12" Grip Ring	750-462.0000.63280 750-462.0000.63280	212.82 549.92
I339 APMWB	Check Interstate Business Center	1467998 1467995	1-1/2" E-Series Meter -St. George Church 1" M55, USG, HRE, Twist Tight Connector	750-462.0000.63280 750-462.0000.68235	696.00 1,244.00
I340 APMWB	Check Interstate Concrete & Asphalt	p.4270.005.001.0.2	2023 Interstate Busienss Center Water Dept	750-462.0000.62060	79.28
K080 APMWB	Check Knudtsen Chevrolet and GMAC	869705	5/8" TOP COURSE	750-462.0000.63280	19.76
VEN09639 APMWB	Check McHugh Bromley PLLC	6251734 6252248	Oil Change W119 2021 GMC 3500 Routine Serive - W116	750-462.0000.67170 750-462.0000.67170	128.59 99.92
V040 APMWB	Check ODP Business Solutions	1000 3604	Drinking water legal support for June 2023	750-462.0000.62010	55.00
R251 APMWB	Check Serights Ace Hardware	320624266001 319123499001	Office Supplies-Water Office Supplies-Water/WW	750-462.0000.63060 750-462.0000.63060	12.00 19.90
APMWB	Check	344511/1	Water Shop Supplies	750-462.0000.63280	112.57
Dept 462 Total:					3,961.58
Fund 750 Total:					3,961.58

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

S580 APMWB	Check Strata	CD230105-IN	Well House 11 Strata Invoice May 2023	753-462.3224.95550	285.00
T005 APMWB	Check TML Construction, Inc.	Well House 11 Pay	Well House 11 Pay App #5	753-462.3224.95550	28,025.00
Dept 462 Total:					28,310.00
Fund 753 Total:					28,310.00
Report Total:					666,099.86



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	16,000.00
	001-411.0000.63060	21.60
	001-412.0000.66014	999.00
	001-414.0000.62040	17,700.00
	001-414.0000.63060	44.38
	001-414.0000.63070	2,000.00
	001-415.0000.62000	74.99
	001-417.0000.62003	424.00
	001-417.0000.80070	1,291.52
	001-418.0000.63060	123.90
	001-421.0000.62000	91.52
	001-421.0000.62040	11,572.82
	001-421.0000.62370	200.00
	001-421.0000.63130	408.49
	001-421.0000.63210	55.00
	001-421.0000.63500	5,752.04
	001-421.0000.64020	932.00
	001-421.0000.64030	12,412.32
	001-421.0000.65004	1,168.88
	001-421.0000.65021	318.87
	001-421.0000.65030	2,180.33
	001-421.0000.66041	3,608.75
	001-421.0000.66042	505.98
	001-421.0000.66043	260.00
	001-421.0000.66044	1,290.77
	001-421.0000.67020	1,123.36
	001-421.0000.67100	701.45
	001-421.0000.67170	129.95
	001-421.0000.68010	630.00
	001-421.4000.72000	699.95
	001-421.4000.72010	240.95
	001-424.0000.63040	734.97
	001-427.0000.64030	534.35
	001-431.0000.63060	61.56
	001-431.0000.63110	330.90
	001-431.0000.63260	2,320.50
	001-431.0000.63520	3,677.94
	001-431.0000.65004	1,133.49
	001-431.0000.66016	539.10
	001-431.0000.67090	71.96
	001-431.0000.68010	16.19
	001-431.0000.68100	72.47
	001-431.0000.68130	83,269.15
	001-431.0000.68150	2,073.20
	001-433.0000.63140	791.06
	001-433.0000.63150	354.90
	001-433.0000.63720	77.26
	001-433.0000.63730	11.69
	001-433.0000.68010	6,557.72
	001-433.4000.72000	229.90
	001-434.0000.63011	295.34
	001-434.0000.63012	235.04
	001-434.0000.63013	567.07
	001-434.0000.63160	241.29
	001-434.0000.67020	348.99
	001-434.0000.67090	186.18

001-434.0000.67170	1,220.85
001-434.0000.67190	381.24
001-434.0000.67210	74.90
001-434.0000.68010	1,474.17
001-434.1312.95520	1,946.00
001-441.0000.62040	1,120.00
001-441.0000.68190	767.80
001-442.0000.63420	3,957.96
001-442.0000.63760	1,231.65
001-442.0000.65004	3,104.53
001-443.0000.62180	892.00
001-443.0000.63110	25.19
001-443.0000.63150	1,379.67
001-443.0000.63260	3,041.76
001-443.0000.64030	8.79
001-443.0000.65004	13,998.00
001-443.0000.65050	1,310.80
001-443.0000.66190	129.47
001-443.0000.67030	581.49
001-443.0000.67050	8,529.40
001-443.0000.67090	88.94
001-443.0000.68111	45,987.59
001-443.0000.68170	590.87
001-443.0000.68210	276.90
001-443.0000.68230	1,803.17
001-443.0000.90050	17,084.97
001-443.1658.62330	2,676.31
001-445.0000.62040	2,586.29
001-445.0000.62080	421.12
001-445.0000.63000	498.02
001-445.0000.63060	590.33
001-445.0000.63430	249.43
001-445.0000.90010	3,535.00
001-445.1445.62190	2,095.12
001-450.1753.38506	51.00
001-450.1753.38507	886.18
001-451.0000.62000	516.84
001-451.0000.63000	71.92
001-451.0000.63060	31.00
001-451.1901.66140	31.25
001-452.1901.66140	31.24
001-453.1901.66140	31.24
001-481.0000.62040	7,815.00
001-481.0000.68390	744.71
001-481.0000.68395	19,222.13
Fund 001 Total:	340,787.28
003 - PERSONNEL BENEFIT POOL	
003-482.0000.73020	192.53
003-482.4000.73000	750.00
Fund 003 Total:	942.53
023 - SPECIAL EVENTS	
023-446.1601.63000	27.78
023-446.1605.34107	3,300.00
023-446.1605.62002	626.50
Fund 023 Total:	3,954.28
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-1,390.00
034-428.0000.62040	106,056.18
Fund 034 Total:	104,666.18
037 - STREETS IMPACT FEES	
037-431.0000.95134	795.17
037-431.0000.95200	157,356.98
Fund 037 Total:	158,152.15
038 - PARKS IMPACT FEES	
038-443.0000.94070	2,412.50
Fund 038 Total:	2,412.50

650 - RECLAIMED WATER OPERATING		
	650-463.0000.62010	1,864.50
	650-463.0000.62040	1,292.30
	650-463.0000.62180	4,186.00
	650-463.0000.65080	133.58
	650-463.0000.67170	177.35
	650-463.0000.68010	294.20
	650-463.0000.68025	1,516.28
	650-466.0000.65080	173.03
	650-466.0000.65081	946.07
	650-466.0000.90040	39.57
	650-466.4000.72000	138.80
	650-468.0000.65080	68.72
	650-468.0000.65081	7,822.67
	650-468.0000.68380	1,866.37
	Fund 650 Total:	20,519.44
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3213.90015	1,871.00
	Fund 651 Total:	1,871.00
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3234.95520	228.32
	Fund 652 Total:	228.32
700 - SANITATION		
	700-461.0000.65050	294.60
	Fund 700 Total:	294.60
750 - WATER OPERATING		
	750-462.0000.62010	55.00
	750-462.0000.62060	79.28
	750-462.0000.63060	31.90
	750-462.0000.63280	1,618.24
	750-462.0000.65004	601.21
	750-462.0000.66012	43.44
	750-462.0000.67170	228.51
	750-462.0000.68235	1,244.00
	750-462.0000.68360	60.00
	Fund 750 Total:	3,961.58
753 - WATER CAPITAL		
	753-462.3224.95550	28,310.00
	Fund 753 Total:	28,310.00
	Report Total:	666,099.86

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 7.18.23

7/6/2023	\$77.40	92842	AT&T Long Distance	Pay Before Due Date
7/6/2023	\$14.20	92843	AT&T Mobility	Pay Before Due Date
7/6/2023	\$40.60	92844	AVISTA Utilities	Pay Before Due Date
7/6/2023	\$139.98	92845	Spectrum	Pay Before Due Date
7/6/2023	\$149.98	92846	Spectrum	Pay Before Due Date
7/6/2023	\$1,762.50	92847	Kootenai County Solid Waste	Pay Before Due Date
7/6/2023	\$33.54	92848	Kootenai Electric	Pay Before Due Date
7/6/2023	\$976.08	92849	Ricoh USA Inc.	Pay Before Due Date
7/6/2023	\$523.55	92850	Verizon Wireless	Pay Before Due Date
7/6/2023	\$143.34	92851	Ziply Fiber	Pay Before Due Date
7/6/2023	\$85.64	92852	Ziply Fiber	Pay Before Due Date
7/6/2023	\$0.02	92853	Ziply Fiber	Pay Before Due Date

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin
SUBJECT: Kindred and Co. License to Use Real Property

ITEM AND RECOMMENDED ACTION:

Kindred and Co. has requested a license to use real property for pedestrian and landscape features in association with their commercial facility under construction in the North east corner of Idaho Street and 4th Avenue. Staff recommends approval of the license.

DISCUSSION:

Kindred and Co. is constructing a bookstore and coffee shop on a lot located in the Northeast corner of Idaho Street and Fourth Avenue. They granted additional rights of way and easements to facilitate construction of a future roundabout and street facilities in this area. The developers are desiring to provide for an entry way, staircase and landscaping in a portion of the rights of way located in the intersection adjacent to the facility. This construction requires a license to use real property from the City of Post Falls. The license (attached) covers insurance, maintenance and other responsibilities that would be with the installation of these facilities, should the license be granted. Legal has reviewed and approved the language within the license. Staff recommends approval.

***Original document with signatures from developer will be delivered to the clerk before meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

No previous discussion provided.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No fiscal impact.

BUDGET CODE:

NA

LICENSE TO USE REAL PROPERTY

This Agreement made this ___ day of July, 2023, between the CITY OF POST FALLS, Idaho, a municipal corporation of the State of Idaho, (“City”) and EJH Holdings LLC whose address is 648 S. Brunning Court, Post Falls, ID 83854 (“Licensee”) to use lands owned by City, subject to the terms and conditions below.

WHEREAS, Licensee has requested that the City allow Licensee to use the property (“Property”) described in the attached Exhibit “A”, which by this reference is incorporated herein; and

WHEREAS, Licensee wishes to connect the public sidewalk to a commercial building and create a visual amenity by constructing an exterior concrete stair and masonry planter boxes;

WHEREAS, the City Council finds that the City has no immediate need for the Property which is the subject of this Agreement;

NOW THEREFORE, in consideration of the mutual promised herein contained, the parties hereby agree as follows:

1. GRANT OF LICENSE AND AREA OF PERMITTED ACCESS AND USE

The City of Post Falls, Idaho hereby grants a license to the Licensee to use the Property, which is generally located at the entry of the future Kindred bookstore extending into the city’s right of way adjacent to the intersection of N Idaho Street and E 4th Ave., in accordance with the terms of this Agreement.

2. IMPROVEMENTS

- a. Licensee may perform certain improvements on the property as indicated on the approved plans for Kindred and Co. Bookstore and Bistro and attached Exhibit “B”.
- b. Prior to any construction, Licensee shall submit a permit application to the City and shall coordinate with the City’s Community Development Department for processing of the permit.

3. MAINTENANCE

- a. Licensee shall maintain the property and any pedestrian surfaces in good condition and repair, keeping it safe, and free from garbage, paper, and other debris; keeping any grass, weeds, or bushes thereon cut and trimmed so that the same shall not become unsightly or a fire hazard.
- b. Licensee acknowledges and accepts responsibility for repair of improvements to maintain their serviceability for the purposes intended.
- c. City agrees that Licensee may improve the Property with the proposed construction provided all construction is done in full compliance with all City regulations.

4. LICENSE AND ASSIGNMENT

- a. It is agreed between the City and Licensee that while this license is personal to EJJ Holdings LLC it may inure to the benefit of successors or assigns of the Licensee. Licensee shall be entitled to grant non-perpetual, non-exclusive and non-transferable sub-licenses to Businesses or Persons occupying property immediately adjacent to the subject Property. No assignment of *this* license or any interest therein for any purpose shall be made or granted by Licensee without the prior written consent of the City.

5. INDEMNIFICATION OF CITY

- a. Licensee shall indemnify and hold harmless the City for all liability and damages for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or the use of the premises, covered by this license, except liability for personal injuries, property damages, or loss of life or property caused solely by the negligence or other fault of the City.

6. INSURANCE

- a. Licensee agrees to include the licensed premises to be covered by its comprehensive general liability policy and to provide City with proof of such coverage upon request. Coverage shall name the City of Post Falls as an additional insured and shall be maintained in a coverage amount no less than \$500,000/occurrence. Licensee's insurer shall notify City of any reduction in coverage at least thirty (30) days before the coverage change is effective.

7. REMOVAL OF IMPROVEMENTS

- a. In the event the City shall require use of the Property for a public purpose the Licensee shall vacate the Property without harm thereto. The City retains the right to require vacation of the Property for any public need or reason. After ninety (90) days written notice, or immediately upon oral notice in the event of an emergency, from the City to Licensee to vacate the Property, the city may remove Licensee's personal property and secure the Property.
- b. The City retains the right to require removal of any improvement for any reason. After ninety (90) days written notice, or immediately upon oral notice in the event of an emergency, from City to Licensee to remove improvements from the Property, for such purpose and Licensee's failure to remove the same as herein provided, the City may remove the same and Licensee shall pay the cost of such removal to the extent that additional costs are the result of the improvement of the license premises by Licensee. The Licensee further acknowledges that improvements will be removed upon receipt of an order by the City to accommodate street, sidewalk, utility improvements, or other public purposes as determined in the City's sole discretion.
- c. Licensee shall take all reasonable precautions to prevent or minimize damage to natural resources (vegetation, soil, water, wildlife) on the Property, including any actions required by the terms of this License. Upon termination of this License, as provided for herein, Licensee will reclaim the area to as good as condition as existed prior to Licensee's use of the Property.

8. CONSIDERATION.

For mutual benefits, the receipt and sufficiency of which are hereby acknowledged.

9. DURATION

This License shall take effect upon signature of the parties below, and shall remain in full force and effect, unless terminated prior to such date as provided herein.

10. LIMITATION OF AUTHORITY

Other than for the purposes specifically described in this agreement, the Licensee shall not claim at any time any interests or estate of any kind or extent whatsoever in the Property by virtue of this License.

11. INSPECTIONS

City reserves the right to enter upon and inspect the Property at any time to ensure that Licensee is complying with all the terms and conditions of this License, and to ensure the continuous and uninterrupted use for which City owns the property.

12. TERMINATION

- a. The Licensee may terminate this Agreement at any time by giving written notice to the City specifying the date of termination.
- b. The City may terminate the Agreement, in the City's sole discretion or if Licensee violates any term of this Agreement, by giving written notice to the Licensee specifying the date of termination. Upon termination, Licensee may be required to promptly remove any improvements that the City requires and restore the property to its prior condition. Upon failure to do so, the City may restore the property and Licensee shall be responsible for such costs.

13. COMPLIANCE

Licensee is responsible for assuring that any activities it undertakes under this License follow all applicable Federal, State and Local government requirements, laws, and regulations.

The parties acknowledge that they have read and understand the terms and conditions of this License in its entirety, and upon execution confirms acceptance.

IN WITNESS WHEREOF, the City by and through its Mayor and the Licensee by and through its appropriate officers have executed this License Agreement to be effective the day and year first set forth above.

[Signature Page Follows]

LICENSEE

EJH Holdings LLC

Date: _____

CITY

CITY OF POST FALLS, IDAHO

By: _____
Ronald G. Jacobson, Mayor

Date: _____

Attest:

By: _____
Shannon Howard, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of July 2023, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Ronald Jacobson and Shannon Howard, known or identified to me to be an authorized representative of the municipal corporation, CITY OF POST FALLS, that executed the said instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Idaho
Residing at _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of June 2023, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared EJH Holdings LLC known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that such that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Idaho
Residing at _____

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl
SUBJECT: North Standpipe Cell Tower Lease

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda Council approves and authorizes the Mayor to sign the lease with Dish Wireless, L.L.C. for use of City Property at the North Standpipe water tower.

DISCUSSION:

Dish Wireless, L.L.C. requests to lease space on the North Standpipe water tower for the purpose of installing cellular communication equipment. The proposed lease agreement was developed with input from staff and the City's cellular lease consultant to ensure the City's interests are protected, the terms are in line with industry standards, and the rent revenue is typical of current market rates.

The initial lease term is five (5) years with an option for up to three successive five (5) year terms. Rent paid to the City starts at \$2,600 per month and escalates at 4% annually.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$31,200 annual revenue

BUDGET CODE:

750-462.3306.39660

**FILED AT THE REQUEST OF;
AFTER RECORDING, RETURN TO:**

Dish Wireless L.L.C
Attention: Lease Admin
5701 S. Santa Fe Dr
Littleton, Co 80120

DOCUMENT TITLE: MEMORANDUM OF DISH WIRELESS SPOKANE STREET COMMUNICATION SITE LICENSE AGREEMENT

LICENSOR: CITY OF POST FALLS

LICENSEE: DISH WIRELESS, L.L.C.

ABBREV. LEGAL DESCRIPTION: TAX #11934 EX PLTD PTN, EVERGREEN CEMETERY ALL ADDS & VETERANS MEMORIAL 2751N05W.

APN: P-0000-027-8170

MEMORANDUM OF DISH WIRELESS SPOKANE STREET COMMUNICATION SITE LICENSE AGREEMENT

This Memorandum of Dish Wireless Spokane Street Communication Site License Agreement dated this ___ of _____, 2023, by and between the **City of Post Falls**, an Idaho municipal corporation ("Licensor") and **Dish Wireless, L.L.C.**, a Colorado limited liability company, ("Licensee") is a record of that certain Dish Wireless Spokane Street Communication Site License Agreement ("**Agreement**") between Licensor and Licensee dated _____, 2023, which Agreement includes in part the following terms:

1. Licensed Premises. Licensor owns that certain real property more specifically described in Exhibit A attached hereto and incorporated herein by this reference. The Agreement pertains to certain portions of said property, more specifically described in the Agreement.
2. Term of Agreement and Renewals. The initial term of the Agreement is for five (5) years, commencing on the Effective Date (defined therein) and expiring at midnight on the fifth (5th) anniversary of the Effective Date which term is subject to Licensee's rights to extend the term of the Agreement for three (3) successive periods of five (5) years each, as provided in the Agreement
3. The duplicate and original copies of the Agreement are held at the Licensor's and Licensee's addresses.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Dish Wireless Spokane Street Communication Site License Agreement as of the day and year first above written and may be executed in duplicate counterparts, each of which shall be deemed original.


Licensors:

Licensee:

City of Post Falls, an Idaho municipal corporation

Dish Wireless, L.L.C., a Colorado limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: _____
Title: **Dave Mayo
Executive VP
DISH Wireless**
Date: **6/19/23**

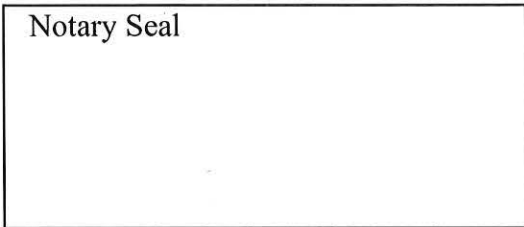
[Notary Acknowledgements Follow]

NOTARY BLOCK – CITY OF POST FALLS

STATE OF IDAHO)
)SS.
COUNTY OF KOOTENAI)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

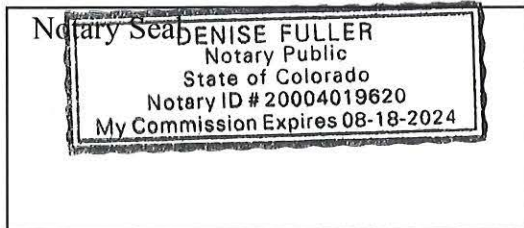
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Idaho
My appointment expires: _____

NOTARY BLOCK – DISH WIRELESS, L.L.C.

STATE OF COLORADO)
)SS.
COUNTY OF Arapahoe)

I certify that I know or have satisfactory evidence that Dave Mayo is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the EMP of Dish Wireless LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 19, 2003.



[Signature]
(Signature of Notary)
Denise Fuller
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Colorado
My appointment expires: 8/18/2024

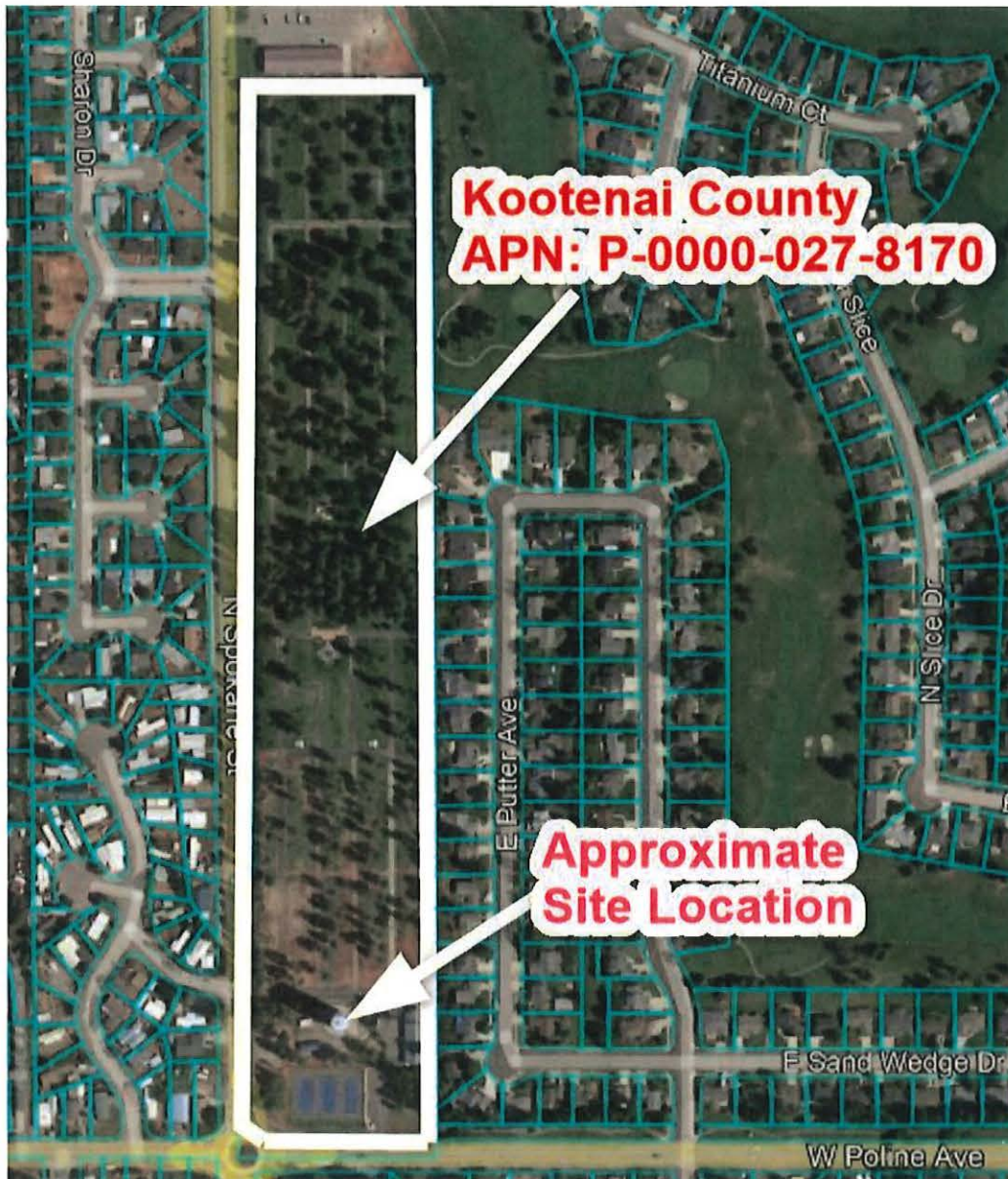
**Exhibit A
Property**

The Property is Kootenai County APN P-0000-027-8170 with a street address of 2476 N Spokane Street, Post Falls, ID 83854.

The abbreviated legal description of the Property is:

TAX #11934 EX PLTD PTN, EVERGREEN CEMETERY ALL ADDS & VETERANS MEMORIAL 2751N05W.

The Property is further depicted in the drawing below (not to scale):



**DISH WIRELESS SPOKANE STREET COMMUNICATION SITE
LICENSE AGREEMENT**

This DISH WIRELESS SPOKANE STREET COMMUNICATION SITE LICENSE AGREEMENT (the "**Agreement**"), is effective as of the latter date signed below ("**Effective Date**") by and between the City of Post Falls, an Idaho municipal corporation ("**Licensor**"), and DISH Wireless L.L.C., a Colorado limited liability company ("**Licensee**"). Licensor and Licensee may be collectively referred to herein as "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, Licensor owns the real property located at 2476 N Spokane Street, Post Falls, ID as is more fully described on **Exhibit A - Property** attached hereto and incorporated herein by this reference (the "**Property**"), upon which is located a municipal water tower (the "**Tower**"); and

WHEREAS, Licensee operates a communications network, and desires to utilize space on the Property for the placement of communications-related equipment, inclusive of space on the ground, and space on the Tower; and

WHEREAS, Licensor desires to allow Licensee to utilize and occupy portions of the Property in a manner that will not interfere with the existing users of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Premises. Commencing on the License Fee Commencement Date (defined below) Licensor hereby grants a license to Licensee certain portions of the Property consisting of: (i) ground space as specifically shown on Exhibit B-1-Ground Premises ("**Ground Premises**"), (ii) certain locations on the Tower as shown on Exhibit B-2 – Tower Premises ("**Tower Premises**") containing only that equipment shown on Exhibit B-3 – Permitted Equipment ("**Permitted Equipment**", the Ground Premises and Tower Premises are collectively referred to herein as the "**Premises**"), and (iii) routes for access and the right to place underground utilities as shown on Exhibit B-4 – Access Premises and Utility Premises (as applicable, the "**Access Premises**" and the "**Utility Premises**"). Licensee accepts the Premises, the Access

Premises and Utility Premises in “as-is” condition, with no warranties or representations of any kind.

2. Permitted Use. Provided that Licensee is in compliance with all the terms and conditions of this Agreement, not in breach or default, Licensor grants Licensee the rights set forth herein including the right to use the Premises, Access Premises and Utility Premises for the purpose of installing, maintaining, repairing, and operating a communications facility (collectively, the “**Permitted Use**”).

2.1. Licensee, at its sole expense, shall secure all necessary licenses, permits and all other necessary governmental approvals for its intended uses of the Premises. Licensor shall reasonably cooperate with Licensee in providing the necessary information for the completing of such applications, required licenses, permits, and approvals. Licensee shall keep the Property, including the Premises, free and clear of any mechanics' or materialmen's liens arising out of any activities performed by or on behalf of Licensee.

2.2. Licensee shall install its mobile communications facility (the “**Facility**”) as shown on the construction drawings attached as Exhibit C – Installation Plans (“**Installation Plans**”). Any changes to the Installation Plans, or subsequent modifications, shall require the advanced written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) calendar days of completion of construction, Licensee shall provide as-built drawings detailing any changes from the Installation Plans.

2.3. Licensee’s use of the Premises and the Property, and all work performed on the Property by or on behalf of Licensee or its contractors, subcontractors, agents and employees, shall be carried out: (i) in a good and workmanlike manner, determined in Licensor’s sole discretion; (ii) in accordance with established engineering standards and all laws, codes, ordinances, guidelines, rules, regulations, statutes of any governmental entity having jurisdiction (“**Applicable Laws**”); (iii) as shown on the construction drawings (if required), which have been submitted to, and approved, in writing in advance, by Licensor; and (iv) in accordance with Licensor’s reasonable security procedures, provided written copies of those procedures have been delivered to Licensee prior to installation, operation or modification of the Facility.

2.4. In the event of damage to the Property or equipment of Licensor and/or other tenants of the Property caused by Licensee or those accessing the Property on its behalf, to be determined in Licensor’s sole discretion, Licensee shall immediately notify Licensor, and shall repair and/or restore such damages to a condition satisfactory to Licensor. If

Licensee fails to make such repairs within thirty (30) calendar days after receipt of written notice from Licensor, then Licensor may, but is not required to, make such repairs on Licensee's behalf, and Licensee shall reimburse Licensor for any actual and documented costs incurred and deemed reasonably necessary by Licensor within thirty (30) calendar days of receipt of Licensor's invoice.

2.5. Nothing in this Agreement shall be construed to imply that: (i) Licensor is granting an exclusive License, or use of the Property (except for the Premises), to Licensee; (ii) Licensee's use of the Property may require Licensor to cease using all or any portion of the Property (except for the Premises); or (iii) Licensor is prevented from any other uses of the other portions of the Property outside the Premises, including, without limitation, entering additional telecommunication leases on the other portions of the Property which are outside the Premises.

2.6. Licensee, at its sole cost and expense, shall maintain the Premises and Facility thereon in good order and condition. Licensee shall make annual inspections of the Tower Premises, including, without limitation, the mounts connecting Licensee's equipment to the Tower, and provide a copy of the inspection report to Licensor within thirty (30) calendar days of Licensee's receipt of same. Should Licensee fail to provide Licensor a copy of the inspection annually, or fail to immediately repair any damage identified in an inspection report, such failure shall be a default of the Agreement, and, in addition to any other rights and remedies available herein, Licensor may, without obligation, have such report and/or repairs performed. Licensee shall reimburse Licensor for any reasonable costs incurred (as determined by Licensor, in its sole discretion), plus twenty percent (20%) for the facilitation of such report and/or repairs, within thirty (30) calendar days of receipt of Licensor's invoice.

3. Term.

3.1. The initial term of this Agreement will be five (5) years (the "Initial Term"), commencing on the Effective Date and expiring at midnight on the fifth (5th) anniversary of the Effective Date.

3.2. This Agreement will automatically renew for three (3) additional five (5) year terms (each additional five (5) year term shall be defined as a "Renewal Term"), upon the same terms and conditions set forth herein unless either Party notifies the other in writing of such Party's intention not to renew this Agreement at least ninety(90) days prior to the expiration of the Initial Term or the then-existing Renewal Term. Licensee shall have no rights to hold over the Premises beyond the expiration or earlier termination of

this Agreement. The Initial Term and any Renewal Terms are collectively referred to as the "Term."

4. License Fees.

4.1. Within thirty (30) calendar days of the Effective Date, Licensee shall pay to Licensor Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) (the "**Initial Payment**"). The Initial Payment shall be the only payment owed under the Agreement until the License Fee Commencement Date.

4.2. Commencing on the earlier of (i) the first day of the month following the date that Licensee commences construction on the Premises, as evidenced by the issuance of a building permit, or (ii) six (6) months after the Effective Date (the "**License Fee Commencement Date**"), Licensee shall pay to Licensor an annual license fee of Thirty Thousand Dollars and 00/100 (\$30,000) ("License Fee") to the Payment Address below. Failure to make the Initial Payment of the License Fee within thirty (30) calendar days of the License Fee Commencement Date shall result in a penalty of ten percent (10%) of the initial annual License Fee.

4.3. Commencing on the first anniversary of the License Fee Commencement Date, the License Fee shall be payable monthly in the amount of Two Thousand Six Hundred and No/100 Dollars (\$2,600.00), and on each anniversary thereafter during the Term, the License Fee shall increase by four percent (4%) over the preceding year's License Fee. The License Fee and each increase thereof shall be due and payable in advance, without demand, on or before the first (1st) calendar day of each month.

4.4. Licensee shall pay all taxes, including, without limitation, real property, leasehold excise, sale taxes, assessments or increases thereof attributable to Licensee's uses of the Premises, the License Fee or other fees, which may be determined in the sole discretion of Licensor. Licensee shall pay all personal taxes or other amounts attributable to Licensee's personal property directly to the taxing authority on or before the date such amounts are due.

4.5. Licensee shall pay for all utility services and fees associated with the operation of the Facility. Licensee utilities must be separately monitored by the service provider, and such service provider must bill Licensee direct for Licensee's use of any and all utilities used on the Property. Licensee shall not have the right to submeter or otherwise use any utilities from Licensor. In no event will Licensor be responsible for any loss of utilities to the Premises.

4.6. All License Fee and any other payments owed under this Agreement shall clearly reference “*DISH Wireless Spokane Street License*”, and shall be made payable to Licensor at the following address, or to any other payee and/or address that Licensor may designate by delivery of notice to Licensee at least thirty (30) calendar days in advance of any License Fee or other payment due date (“Payment Address”), in writing:

City of Post Falls
Attn: Finance Director
408 N. Spokane Street
Post Falls, ID 83854

4.7. If any amount due to the Licensor under this Agreement, including, without limitation, License Fee, is not paid within ten (10) calendar days of such amount being due, without limiting Licensor’s other rights available herein and at law, such amounts shall automatically incur a late fee equal to ten percent (10%) of the past-due amount and, such amount together with the late fee shall bear interest, compounding monthly at two percent (2%) per month for each month, or portion thereof, that such payment remains past due. Licensee shall also reimburse Licensor for any costs associated with collecting the past due amount, determined in Licensor’s sole discretion.

5. Access. During the Term, Licensee’s access to, operations and use of the Site shall comply with the requirements contained in the Site Installation and Operating Procedures (“SIOP”) attached hereto as Attachment A - SIOP. Licensor may make changes to the SIOP with thirty (30) days written notice to Licensee. In the event of a conflict of any of the terms contained in the SIOP and the terms of this Agreement, the terms and procedures set forth in the SIOP shall control.

5.1. Licensee, including any employees, agents, contractors, subcontractors and assigns of same, shall be subject to any security procedures, currently in place or which may be implemented by any government authority having jurisdiction, or that may be reasonably implemented by Licensor, including those contained in the SIOP (“**Security Procedures**”), affecting the Property, provided a copy of such Security Procedures shall have been delivered to Licensee prior to the enforcement thereof.

5.2. Subject to any Security Procedures, Licensor grants Licensee, and Licensee’s agents, employees, and contractors, a non-exclusive right of entry for pedestrian and vehicular ingress and egress across the Property to and from the Ground Premises, twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. Licensee shall

maintain the security of the Ground Premises by locking all gates upon completion of any work performed thereon.

5.3. Access to the Tower Premises by Licensee will require two (2) business days' advance coordination, in writing, to the appropriate contact identified in Section 20— Notice or via email, provided receipt is confirmed by an authorized representative of Licensor. In the event of an emergency, to be defined as an event that may cause harm to any person, or damage on the Property, Licensee shall contact Licensor at the emergency contact number listed in Section 20- Notice, to coordinate access 24-hours per day, seven days per week.

5.4. Notwithstanding anything to the contrary contained herein, Licensee shall be permitted access to the Tower Premises only upon compliance with any Security Procedures, including, without limitation, escort and supervision to and within the Tower Premises by Licensor's authorized representative. Licensee shall reimburse Licensor for the cost or expenses incurred by Licensor for any escort to the Tower Premises at a rate set forth in the SIOP within fifteen (15) calendar days of receipt of Licensor's invoice.

6. Modifications. The Facility is approved only as specifically shown on Exhibit B – Site Plan. Notwithstanding the foregoing, Licensee may modify, upgrade, and /or remove any portion of the Facility within the Ground Premises without Licensor's consent, which consent shall not be unreasonably withheld, conditioned or delayed. For any modification to the Tower Premises and/or the Utility Premises, the following shall apply:

6.1. As to like-for-like replacement of Licensee's equipment, Licensee shall be entitled to make like-for-like replacements of Licensee's equipment on the Tower without Licensor's consent. "Like-for-like" shall mean equipment which does not increase in size, wind or weight loading, or shape, and color of any existing equipment. Reductions of weight and size of equipment shall also be considered like-for-like. Notwithstanding the foregoing, Licensee shall (i) provide plans and specifications to Licensor for verification that the modifications are like-for-like, (ii) provide a review fee in the amount of One Thousand Five Hundred and No/100 Dollars (\$1,500.00), and (iii) obtain Licensor's advanced written consent to equipment changes, including means and methods, and contractor scheduling.

6.2. As to non-like-for-like modifications of Licensee's equipment, prior to any non-like-for-like modifications to Licensee's equipment on the Tower and/or within the Utility Premises, Licensee shall present to Licensor, for Licensor's consent, (i) detailed construction drawings including Licensee's current equipment and the proposed changes

thereto along with model numbers and size specifications, (ii) a radio frequency exposure study with sufficient graphical detail as would be found using "Roof View" or "Waterford Consultants" or such other format approved by Licensor, (iii) a structural analysis from a structural engineer of Licensor's choice, to be coordinated with Licensor in advance of the ordering and performance of same, certifying that the Tower can support all current and proposed equipment on the Tower (Items 1-3, together are the "Plans"), and (iv) a non-refundable fee of Three Thousand Five Hundred and No/100 Dollars (\$3,500) ("Review Fee"). The Review Fee will include: (a) one (1) review and edit (if required) of Licensee's construction drawings, and one (1) review of Licensee's revisions, (b) the creation of amendment language (if required), and one review of Licensee's revisions, (c) administrative review of the structural analysis, and (d) one (1) review of the radio frequency exposure study. Should additional studies, reviews or other work be required to facilitate Licensee's request, including legal and consulting fees, as determined by Licensor, Licensee shall reimburse Licensor for same within thirty (30) calendar days of Licensor's invoice.

6.2.1. Any structural analysis of the Tower ordered by Licensee shall be deemed the property of Licensor, and may be used by Licensor as Licensor sees fit. Licensor may, without obligation or limitation, require that Licensor order the structural analysis from an engineer of Licensor's choice, the cost of same to be reimbursed by Licensee within thirty (30) calendar days of receipt of Licensor's invoice.

6.2.2. Notwithstanding anything to the contrary contained herein, Licensee shall bear all costs for Licensee's use of the Property, including, without limitation, permits, reports, upgrades to both equipment and structure, maintenance, engineering, analysis, contractors, and consultants.

6.3. Licensor shall either consent to the Plans or provide specific written objection to the Plans (which consent or objection may be transmitted by email) within thirty (30) calendar days of receipt of the completed Plans and all requested documentation and information. In the event that Licensor fails to approve the Plans within thirty (30) calendar days, the Plans shall be deemed rejected. In the event Licensor rejects the Plans, in its sole discretion, then Licensee may provide Licensor with revised Plans for Licensor's acceptance or rejection, and the procedure described in the immediately preceding sentences shall continue for one (1) additional revision of the Plans, following which the application shall be deemed rejected. Should Licensee fail to provide revised Plans to address Licensor's objections for a period greater than ninety (90) calendar days, Licensee's request for Licensor's consent shall be deemed to have been abandoned.

6.4. Any modifications to the Facility that requires opening a trench, or boring new paths within the Utility Premises, shall require Licensor's advanced written consent which may be conditioned or withheld in Licensor's sole discretion.

6.5. Within (30) days of completion of any modification requiring Licensor's approval, Licensee will provide Licensor with as-built drawings of the equipment and improvements installed on the Premises, which show the actual location of all Licensee's equipment and other improvements, and such as-built drawings shall replace and supersede Exhibit B – Site Plan.

6.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, (i) Licensor's consent to or approval of any plans or modifications or other requested changes to the Property from Licensee, shall not be construed as Licensor's approval or acceptance of the accuracy of same, (ii) Licensee is responsible for the accuracy, defaults, and/or omissions of all plans, modifications, and all work performed on, or by Licensee's use of, the Property; and for ensuring compliance of same with all Applicable Laws, and (iii) Regardless of successful permitting, Licensee's failure to comply with Applicable Laws shall be a default of this Agreement.

7. Repair, Relocation.

7.1. In the event that Licensor determines, in Licensor's sole discretion that it is necessary to perform work on the Tower; Licensor shall provide Licensee with no less than thirty (30) days advance notice of such work (except that in an emergency prior notice shall not be required if not practical). Licensee shall power down Licensee's equipment on the Tower during the period of work indicated within the notice, and Licensee shall restore power only when Licensor notifies Licensee that the work is complete and it is safe to restore power to the equipment. Licensor shall use best efforts to coordinate the timing of scheduled work with Licensee to minimize the interruption of service. In the event of an emergency, to be determined by Licensor, Licensor will contact Licensee's Network Operations Center at the phone number indicated on the door of Licensee's equipment shelter, and Licensee will immediately power down Licensee's equipment on the Tower. Should the emergency be such that threatens loss of life or injury, or should Licensee fail to post an operational phone number to Licensee's Network Operations Center on the door of Licensee's equipment shelter visible from outside the Premises, Licensor may immediately terminate power to the Facility using any means necessary without notice to Licensee.

7.2. In the event Licensor determines, in Licensor's sole discretion, that it is necessary to temporarily or permanently relocate all, or any portion of the Premises, the Access Premises and/or the Utility Premises, Licensor may require Licensee to do so (but not more than one time during any five year period) at Licensee's sole cost and expense with One Hundred Eighty (180) calendar days' written notice to Licensee. Licensor will consult with Licensee to locate a new location and to minimize Licensee's disruption of service. If a location cannot be agreed upon by the Parties, either Party shall have the right to terminate this Agreement without penalty.

8. Interference. Licensee's use of the Property, Premises, Access Premises, and/or Utility Premises shall not physically or electronically interfere with Licensor's or Licensor's other tenants, operations or use of the Property, including the use by Licensor or Licensor's other tenants of licensed or unlicensed radio frequencies, provided that same are operating in compliance with all rules and regulations of the Federal Communications Commission. To the extent Licensor has control, Licensor and Licensor's other tenants shall not interfere with Licensee's use of the Premises to transmit and receive electronic signals over Licensee's licensed frequencies.

8.1. In the event of any such interference, the interfering Party shall cause such physical interference to cease immediately, or electronic interference to cease within twenty-four (24) hours of receipt of notice of same; including powering off any device causing, or suspected of causing, such interference (except for intermittent testing to determine the cause of such interference and verify whether the interference has been cured) until the interference has been corrected.

8.2. Notwithstanding anything to the contrary contained herein, Licensee acknowledges and accepts that Licensor has entered into other agreements with other tenants using wireless frequencies on the Property prior to the Effective Date, and Licensor's agreements with such tenants may not contain provisions regarding non-interference with Licensee's licensed frequencies. Licensee shall work directly with such other tenants to resolve any interference, and shall hold Licensor harmless from any requirements to resolve same.

8.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Licensee acknowledges and agrees that the primary use of the Property is water storage and distribution. Licensee's use of the Property is secondary to such use by Licensor, however; Licensor will use commercially reasonable efforts to minimize disturbance with the other tenants, customers, guests and invitees of the Property.

Licensee's use of the Tower Premises shall not diminish Licensor's full use of water storage and distribution capacity of the Tower.

8.4. Licensee agrees to use commercially reasonable efforts to ensure that its equipment does not cause measurable Interference (as defined below) with the electronic equipment, operations of, or other telecommunications equipment installed at the Property as of the Effective Date. Following the installation of Licensee's equipment, and subject to the other provisions of this Section 8, Licensor agrees not to permit others to install any structure or equipment which would block or otherwise interfere with any transmission or reception by Licensee's equipment (whether such blockage or interference is in the form of an emission, radiation, induction, harmonic, a physical barrier or otherwise ("**Interference**")). The Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 8 - Interference, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

9. Indemnification. During the Term of this Agreement, Licensee shall indemnify and hold Licensor, its employees, servants, contractors, invitees, and agents (collectively, the "**Indemnified Parties**"), harmless against any claim of liability or loss from personal injury or property damage related to the performance of this Agreement caused by the negligence or willful misconduct of Licensee, its servants or agents, except to the extent that such claims or damages may be due to or caused by the acts, omissions, or negligence of the Indemnified Parties.

10. Default. The failure of either Party, or its' agent, contractor, employee, or permittee, to observe or comply with any covenant, term, condition, or provision of this Agreement shall result in a "**Default**" of this Agreement.

10.1. Following a Default, the non-defaulting Party shall give the defaulting Party written notice of such Default in accordance with Section 20 – Notices of this Agreement, and the defaulting Party shall have fifteen (15) calendar days in which to cure any monetary Default and thirty (30) calendar days to cure any non-monetary Default. The defaulting Party may extend the thirty (30) calendar day period as required to cure a non-monetary Default, provided that: (i) the nature of the cure is such that it reasonably requires more than thirty (30) calendar days, (ii) the defaulting Party delivers to the non-defaulting Party, in writing, a cure to such Default that is acceptable to the non-defaulting Party, and (iii) the defaulting Party commences the cure within thirty (30) calendar days of its receipt of written notice of such Default, and thereafter continuously and diligently pursues the cure to completion. In no event shall the cure period for any Default be

extended beyond ninety (90) calendar days, unless agreed upon in writing by the non-defaulting Party.

10.2. Licensor's Remedies. In the event Licensee fails to cure a Default within the timeframes contained herein, Licensor may, but shall not be required to, pursue all or any of the following remedies: (i) terminate this Agreement without further liability except as otherwise provided herein, (ii) make any payment and/or perform or cause to be performed any work required of Licensee to comply with any term, covenant, or condition required hereunder, (iii) recover actual, reasonable, and documented damages, and (iv) pursue any other rights and remedies available at law or in equity, subject to the provisions of this Agreement. Notwithstanding anything to the contrary contained herein, Licensor shall not be required to provide Licensee an opportunity to cure any monetary Default that occurs more than three (3) times in any consecutive twelve (12) month period.

10.3. Licensee's Remedies. In the event Licensor fails to cure a Default within the timeframes contained herein, Licensee may, but shall not be required to, pursue all or any of the following remedies: (i) terminate this Agreement without further liability except as otherwise provided herein, (ii) recover actual damages, and (iii) pursue any other rights and remedies available at law or in equity, subject to the provisions of this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, Licensor's liability under the Agreement shall not exceed three (3) months License Fee.

10.4. The remedies given to the Parties in this Section shall be cumulative, and the failure of either Party to exercise any particular remedy shall not be considered a waiver of the same. Notwithstanding the foregoing, each Party shall use reasonable efforts to mitigate its damages in connection with a Default by the other Party.

10.5. If either Party performs any of the other Party's obligations hereunder, the full amount of the actual cost and reasonable expenses incurred by the non-defaulting Party shall immediately be due and payable by the defaulting Party upon written demand, with interest accruing thereon at two percent (2%) per month, from the date the cost is incurred until the payment is satisfied in full.

10.6. At all times during this Agreement, including during a Default, all undisputed fees shall be due and payable as set forth herein. Licensor's acceptance of any sum paid by Licensee after any Default of this Agreement shall not be deemed a waiver of such Default unless expressly set forth in writing. Notwithstanding anything contained herein,

none of the above remedies shall be construed to provide Licensee with the right of set-off against any amounts owed under the Agreement.

11. Termination. In addition to other rights listed herein, this Agreement may be terminated without further liability as follows:

11.1. by Licensee without further liability with thirty (30) calendar days prior written notice: (i) if Licensee, through no fault of its own, is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus restricting Licensee from using the Premises for the Permitted Use; (ii) or by Licensee for any reason or no reason, provided that Licensee shall be responsible for the payment of the License Fee for the remainder of the then-current term.

11.2. by Licensor at no cost or further obligation to Licensor if Licensor determines, in Licensor's sole reasonable discretion, (i) Licensee's use of the Tower may cause any diminished capacity or use of the Tower by Licensor, (ii) the Tower is no longer be capable of supporting all or a portion of Licensee's equipment, or (iii) the Tower is scheduled or planned to be removed or replaced and there is no relocation premises acceptable to the Parties.

12. Removal. No later than ninety (90) calendar days after the expiration or other termination of this Agreement ("Removal Period"), Licensee will remove its Facility, including all personal property and fixtures from the Premises, Access Premises, and Utility Premises and restore the Premises, Access Premises, and Utility Premises to a condition approved by Licensor. Licensee shall not operate the Facility during the Removal Period. During the Removal Period and until such time as the Premises, Access Premises, and Utility Premises are restored, Licensee shall pay a monthly amount equal to One Hundred and Fifty Percent (150%) of the License Fee owed during the previous Term.

12.1. In the event Licensee fails to remove the Facility, personal property and fixtures from the Property and restore same as required herein within the Removal Period, Licensor may, without obligation, remove any or all of Licensee's personal property, Facility and structures and to dispose of such as it sees fit without liability to Licensee. Licensee shall reimburse Licensor for any actual, reasonable (as determined by Licensor in its sole discretion) and documented costs incurred by Licensor in removing and disposing of Licensee's personal property and restoring the Property to the condition required herein.

13. Destruction of Site. If the Premises, or any portion of the Premises is destroyed or damaged so as, in Licensee's reasonable judgment, to hinder the effective use of the Premises for its Permitted Use, provided that such damage or destruction is not caused by Licensee, its agents, contractors, subcontractors, or other representatives of Licensee, Licensee may elect to terminate the Agreement as of the date of the damage or destruction by notifying Licensor not more than forty-five (45) days following the date of damage or destruction. In any such event all rights and obligations of the Parties shall cease as of the date of the damage or destruction, except those that, by their nature or specific reference, survive the termination of this Agreement.

14. Condemnation. If a condemning authority provides notice that it intends to take all or a part of the Premises, so that the Premises is deemed, in either Party's determination, unsuitable for the Permitted Use, either Party shall have the right, at its sole discretion, to terminate the Agreement upon written notice to the other Party. In any such event, the Agreement shall terminate on the date on which the title vests in the condemning authority. Sale of all or part of the Premises to a purchaser, which is exercising its power of eminent domain, shall be treated as a taking by condemnation. In such event, Licensor shall be entitled to receive the entire award or payment in connection with any condemnation or transfer in lieu thereof. In the event either Party does not terminate the Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining.

15. Insurance. Licensee shall maintain the following insurance, which shall be primary in any Licensee claim arising from its use of the Property, Premises, Access Premises, and/or Utility Premises: (i) Commercial General Liability insurance insuring against liability for bodily injury, death or damage to personal property with not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.; (ii) Commercial Automobile Liability insurance insuring against claims for bodily injury or property damage with combined single limits of Two Million and No/100 Dollars (\$2,000,000); and (iii) Workers Compensation insurance providing the statutory benefits not less than the amount required by law of Employers Liability coverage. The amounts of liability are not limits to Licensee's liability.

15.1. Except for Workers Compensation Insurance, and Employer's Liability, Licensor, its officials, officers, employees, and agents shall be designated as additional insured parties on Licensee's policies. Any required insurance coverage shall be obtained from an insurance provider admitted to do business in the State of Idaho and shall be rated A- or better in the most current publication of Best's Financial Strength Rating Guide. Licensee or its carrier shall provide Licensor with thirty (30) calendar days' prior written notice of any cancellation or reduction in coverage below the requirements herein.

15.2. Licensee shall provide at time of execution of this Agreement, evidence of such insurance in the form of a certificate of insurance ("COI"). The COI shall provide that coverage may not be canceled, non-renewed, or reduced without consent of Licensor. Licensor shall have ten (10) business days following its receipt of a COI to reject such COI and insurance coverage based upon its non-compliance with this Section 15. Failure by Licensor to provide Licensee with written rejection of any COI or the coverage within ten (10) business days shall be deemed an approval by Licensor. Licensor may, in Licensor's sole discretion, review and modify the insurance requirements provided that no modifications to the same may be made less than six (6) months prior to the expiration of the Initial Term or any Renewal Term

16. Assignment/Subletting. Licensee may only wholly assign or transfer this Agreement to Licensee's principal or a wholly owned subsidiary of Licensee or its principal. As to other parties, this Agreement may not be sold, assigned or transferred without the express written consent of the Licensor. Licensee shall not sublet all or any part of the Premises and/or the Access and Utility Easements.

17. Subordination, Estoppel. This Agreement shall be subordinate to any future prime lease, mortgage, master lease, ground lease, bond financing, leasehold financing, or other security interest of Licensor, or their successors-in-interest, which from time to time may encumber the Property, Premises, Access Premises and/or Utility Premises; provided, however, the lender or beneficiary under every such mortgage or encumbrance shall, in the event of a foreclosure, recognize the validity of this Agreement and Licensee's right to remain in occupancy of and have access to the Premises, as long as no Event of Default by Licensee exists under this Agreement. If the Property is encumbered as of the Effective Date, then Licensor shall use best efforts to, promptly following Licensee's request, obtain and furnish to Licensee a non-disturbance agreement, in recordable form, for each such encumbrance.

18. Title and Quiet Enjoyment. Licensor represents and warrants to Licensee that, upon Licensee's keeping, observing and performing all the terms, covenants, conditions, and provisions of Licensee in this License, Licensee shall have quiet enjoyment of the Premises during the Term.

19. Environmental. Licensee represents and warrants that Licensee shall be solely responsible for and shall defend, indemnify, and hold the Indemnified Parties harmless from and against any and all claims, costs, and liabilities, including reasonable attorney's fees, costs to defend, and costs arising out of or in connection with the cleanup or restoration of the Property, as each is associated with the Licensee's use of Hazardous Materials, except to the extent arising from Licensor's negligence or willful misconduct. As used herein, the term "Hazardous Materials" shall be interpreted broadly to mean (i) any substance or material

defined or designated as hazardous or toxic waste, (ii) hazardous or toxic material, (iii) hazardous or toxic or radioactive substance, or (iv) any substance defined by other similar terms by any federal, state or local environmental laws presently in effect or promulgated in the future, as such laws may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance that after release into the environment will or may reasonably be anticipated to cause sickness, death, disease, or contamination of the environment, including, but not limited to, CERCLA and the Clean Water Act.

20. Notices. All notices hereunder must be in writing and shall be deemed validly given if (i) sent by certified mail, return receipt requested; or (ii) by a nationally recognized courier service that provides verification of delivery, or attempted delivery. In either case, the notice shall be effective upon receipt or rejection of delivery, or attempted delivery. Notices shall be addressed as follows (or to such alternate address as either Party may specify to the other, in writing, at least ten (10) business days prior to such notice being given):

<p>If to Licensor:</p> <p style="text-align: center;">City of Post Falls Attn: Public Works Director 408 N. Spokane Street Post Falls, ID 83854</p>	<p>If to Licensee:</p> <p style="text-align: center;">DISH Wireless L.L.C. Attn: Lease Administration 5701 S. Santa Fe Drive Littleton, CO 80120</p>
<p>With a copy to:</p>	<p>With a copy to:</p> <p style="text-align: center;">DISH Wireless L.L.C. Attn: Lease Administration 5701 S. Santa Fe Drive Littleton, CO 80120</p>

<p>For Tower Access Contact: Emergency Contact Number: 208-661-4387</p>	<p>Emergency Contact Number (per Section 5.3 above):</p> <p>Emergency Contact Email (per Section 5.3 above): leaseadmin@dish.com</p>
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21. Miscellaneous.

21.1. Time is of the essence in each and every provision of this Agreement.

21.2. Each Party agrees to furnish to the other, within thirty (30) calendar days after receipt of such request, such reasonable and/or necessary information as the other Party may request.

21.3. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, tenancy-in-common, joint tenancy relationship, or any other type of relationship between Licensee and Licensor, other than that of Licensor and Licensee.

21.4. The submission of this Agreement to any Party for examination or consideration does not constitute an offer, reservation of or option for all or any portion of the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon full handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee.

21.5. In any litigation arising hereunder, the substantially prevailing Party shall be entitled to recovery from the other Party its reasonable attorneys' fees and court costs, including expert witness fees, consultant and paralegal fees, at trial, in any proceeding in bankruptcy, and upon any appeal or review. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, this Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Idaho, without regard to any conflicts of laws. The venue for any legal action brought under the terms of this Agreement shall be the state or federal courts of Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

21.6. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provisions to the persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.7. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

21.8. This Agreement constitutes the entire agreement between the Parties, and supersedes all understandings, offers, negotiations and other leases or licenses concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments or modifications of any of the terms and conditions of this Agreement must be in writing and executed by both Parties. No provision in this Agreement will be deemed waived by either Party unless expressly waived in writing by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

21.9. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated. Licensee further represents and warrants to Licensor that Licensee has obtained any and all consents or approvals of a lender, or any other such third party required.

21.10. In the event Licensor determines, in Licensor's reasonable judgment, that it is necessary to seek the assistance of third parties, including contractors, engineers, consultants and/or attorneys, in the review and/or facilitation of any request by Licensee, Licensee shall reimburse Licensor for all actual, reasonable, and documented costs incurred by Licensor within thirty (30) calendar days of receipt of Licensor's invoice not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per occurrence. This requirement shall also include the reimbursement by Licensee of costs incurred by Licensor in the creation of this Agreement, and such amount shall not be subject to the cost limitation in the preceding sentence.

21.11. The Parties warrant and represent to each other that they have had representation by legal counsel or have had the opportunity to be represented by legal counsel during all

stages in the negotiation of this Agreement. The Parties further agree that they have participated in the negotiating and drafting of this Agreement and stipulate that this Agreement shall not be construed more favorably with respect to either Party.

21.12. Contemporaneously with the execution of this Agreement, the Parties will execute the Memorandum of DISH Wireless Spokane Street Communication Site License Agreement attached as **Exhibit D— Memorandum of DISH Wireless Spokane Street Communication Site License Agreement**. Either Party may record this Memorandum of DISH Wireless Spokane Street Communication Site License Agreement at any time during the Term, in its absolute discretion at its own cost. Upon expiration or termination of the Agreement, the Licensee will execute, acknowledge and deliver to Licensor a recordable termination of such Memorandum of DISH Wireless Spokane Street Communication Site License Agreement.

21.13. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent as an original signature.

21.14. All representations and warranties contained herein by the Parties shall survive the expiration or early termination of this Agreement.

21.15. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, pandemics, acts of God, accidents caused by third parties, governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty, and public infrastructure failures ("**Force Majeure**"), provided that such Force Majeure directly and materially affects such Party's ability to perform such obligations at the Premises. Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party

shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

21.16. Should Licensor, at any time during the Term, sell or transfer all or any part of the Premises or the tower thereon to a purchaser other than Licensee, such transfer shall be subject to this Agreement and Licensor shall require any such purchaser or transferee to recognize Licensee's rights under the terms of this Agreement in a written instrument signed by Licensor and the third party transferee. In the event that Licensor completes any such transfer without executing such a written instrument, then Licensor shall not be released from its obligations to Licensee under this Agreement, and Licensee shall have the right to look to Licensor and the third party for the full performance of this Agreement.

22. Additional Requirements of the State of Idaho. The State of Idaho requires the inclusion of the clauses contained in this Section. The inclusion of these clauses in this Agreement by the Licensor does not indicate the Licensor's support or opposition to these clauses nor acknowledgement by the Licensor that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

22.1. Boycotting Israel. If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Licensee employs ten (10) or more persons, then Licensee certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code §67-2376)

22.2. Contract with Abortion Providers. To the extent this Agreement is subject to the use of public funds, Licensee certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the days and year written below.

Licensor: City of Post Falls, a, Idaho municipal corporation By: _____ Name: _____ Title: _____ Date: _____	Licensee: DISH Wireless L.L.C., a Colorado limited liability company By: _____ Name: <u>Dave Mayo</u> Title: <u>Executive VP</u> DISH Wireless Date: <u>6/18/23</u>
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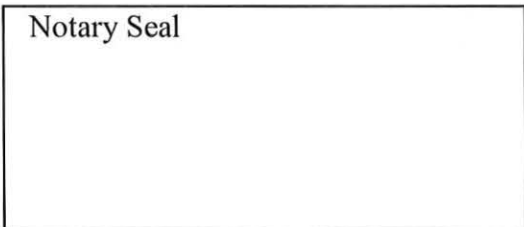
[Notary Blocks Follow]

NOTARY BLOCK – CITY OF POST FALLS

STATE OF IDAHO)
)SS.
COUNTY OF KOOTENAI)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

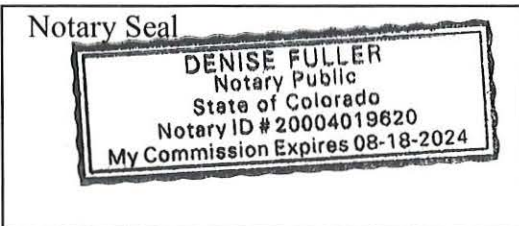
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Idaho
My appointment expires: _____

NOTARY BLOCK – DISH WIRELESS L.L.C.

STATE OF COLORADO)
)SS.
COUNTY OF Arapahoe)

I certify that I know or have satisfactory evidence that Dave Mayo is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the EMP of Dish Wireless L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/19/2003.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary) Colorado
Notary Public in and for the State of Washington
My appointment expires: 8-18-2004

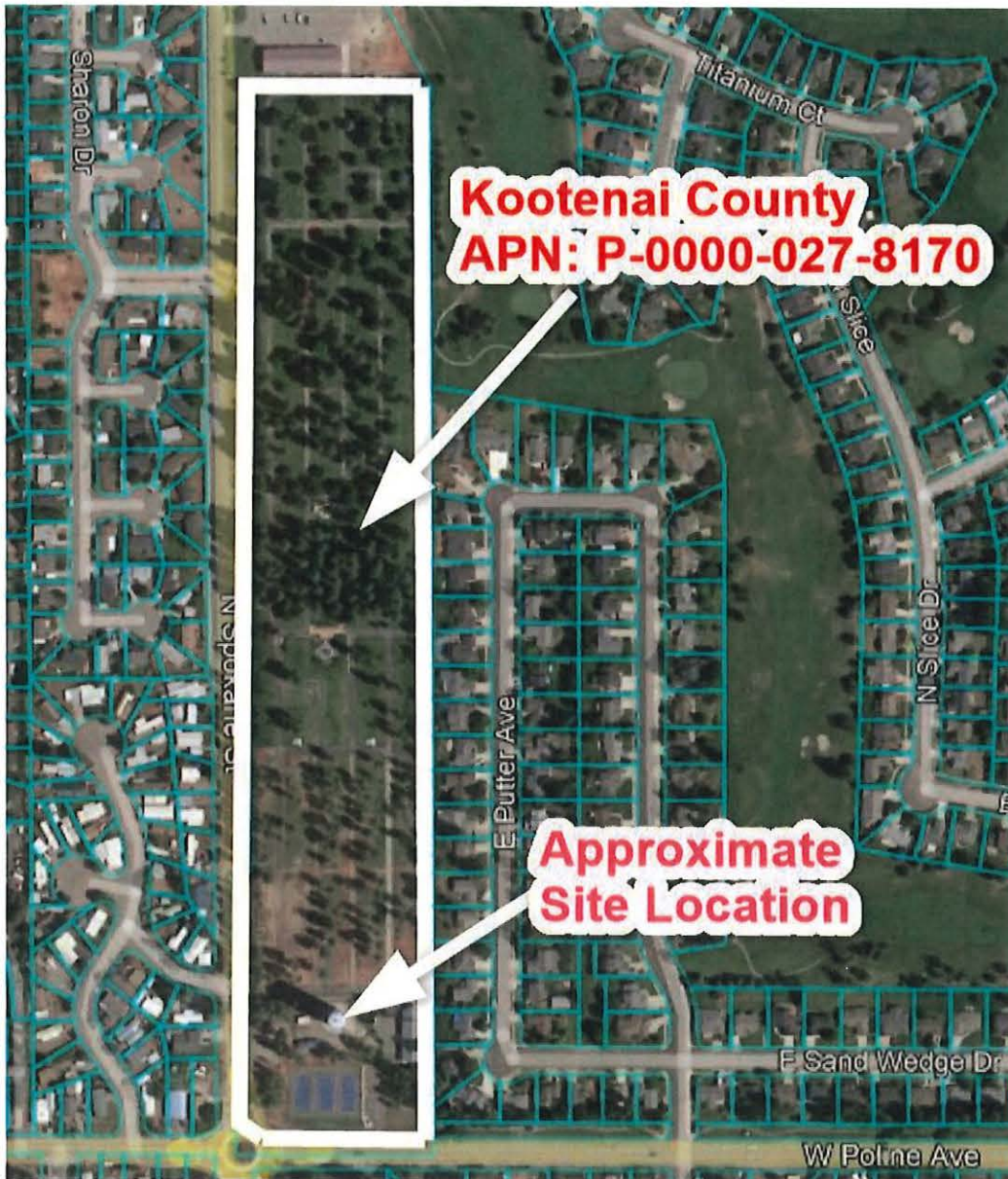
**Exhibit A
Property**

The Property is Kootenai County APN P-0000-027-8170 with a street address of 2476 N Spokane Street, Post Falls, ID 83854.

The abbreviated legal description of the Property is:

TAX #11934 EX PLTD PTN, EVERGREEN CEMETERY ALL ADDS & VETERANS MEMORIAL 2751N05W.

The Property is further depicted in the drawing below (not to scale):



**Exhibit B
Site Layout**

The Premises are configured on the Property generally as shown below. The specific portions of the Premises are described and depicted as follows:

Exhibit B-1: Ground Premises

Exhibit B-2: Tower Premises

Exhibit B-3: Permitted Equipment

Exhibit B-4: Access Premises and Utility Premises



The Parties agree that the above depiction may be replaced at any time by an as-built survey by either Party, upon written approval of the other Party.

**Exhibit B-1
Ground Premises**

The Ground Premises consists of a portion of the Property measuring ten feet by fifteen feet (10'x15'), placed as shown in the drawing below, with a maximum height of ten feet (10') above ground level, and a maximum depth of one foot (1') below ground level. The Ground Premises shall be fully fenced to separate same from the water tower compound; with an access gate installed providing access to the Ground Premises from outside the enclosed water tank facility. No gate shall be installed providing access to the water tank compound from within the Ground Premises. Prior to construction of the Ground Premises, Licensee shall remove and dispose of the existing tower currently within the Ground Premises at Licensee's sole cost and expense.

The Ground Premises are depicted in the drawing below (not to scale):

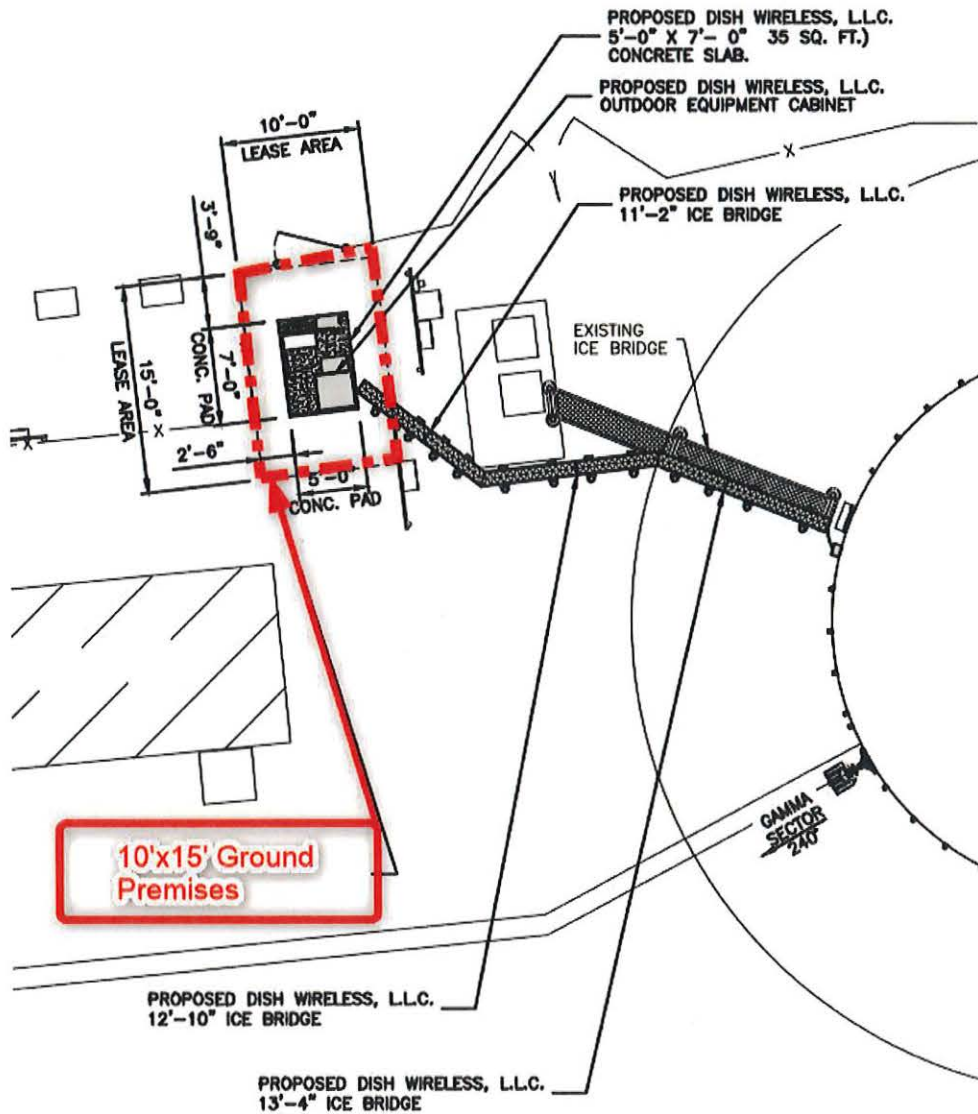


Exhibit B-2 Tower Premises

The "Tower Premises" consists of (i) only those locations on the Tower, and (ii) only those locations containing conduit and cabling connecting the Tower Premises to the Ground Premises, as shown in the drawing below, containing only that equipment described on Exhibit B-3 – Permitted Equipment. The Permitted Equipment shall be installed using the means and methods shown on Exhibit C – Installation Plans. Licensee's use of any space on the Tower is and shall remain non-exclusive.

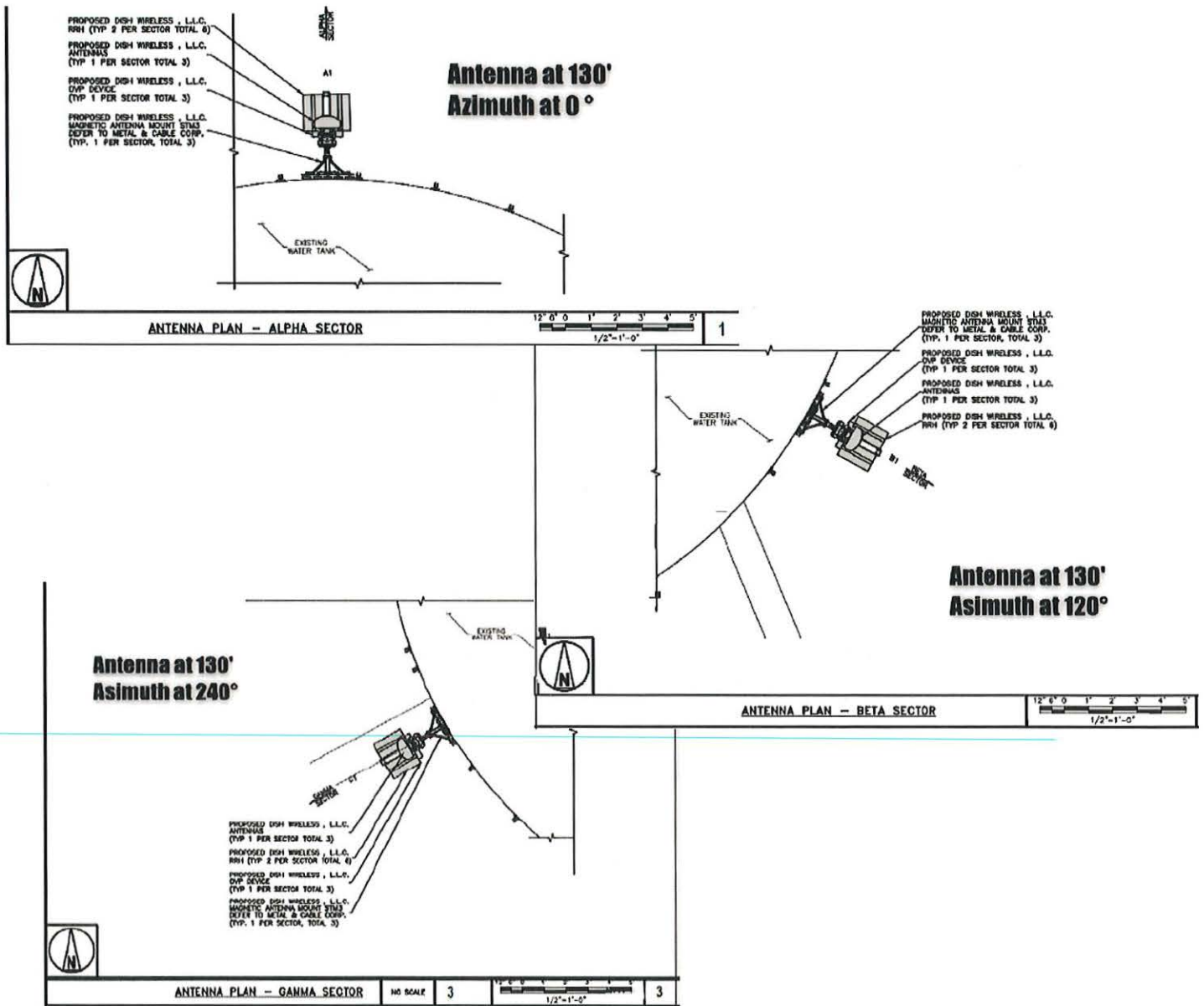


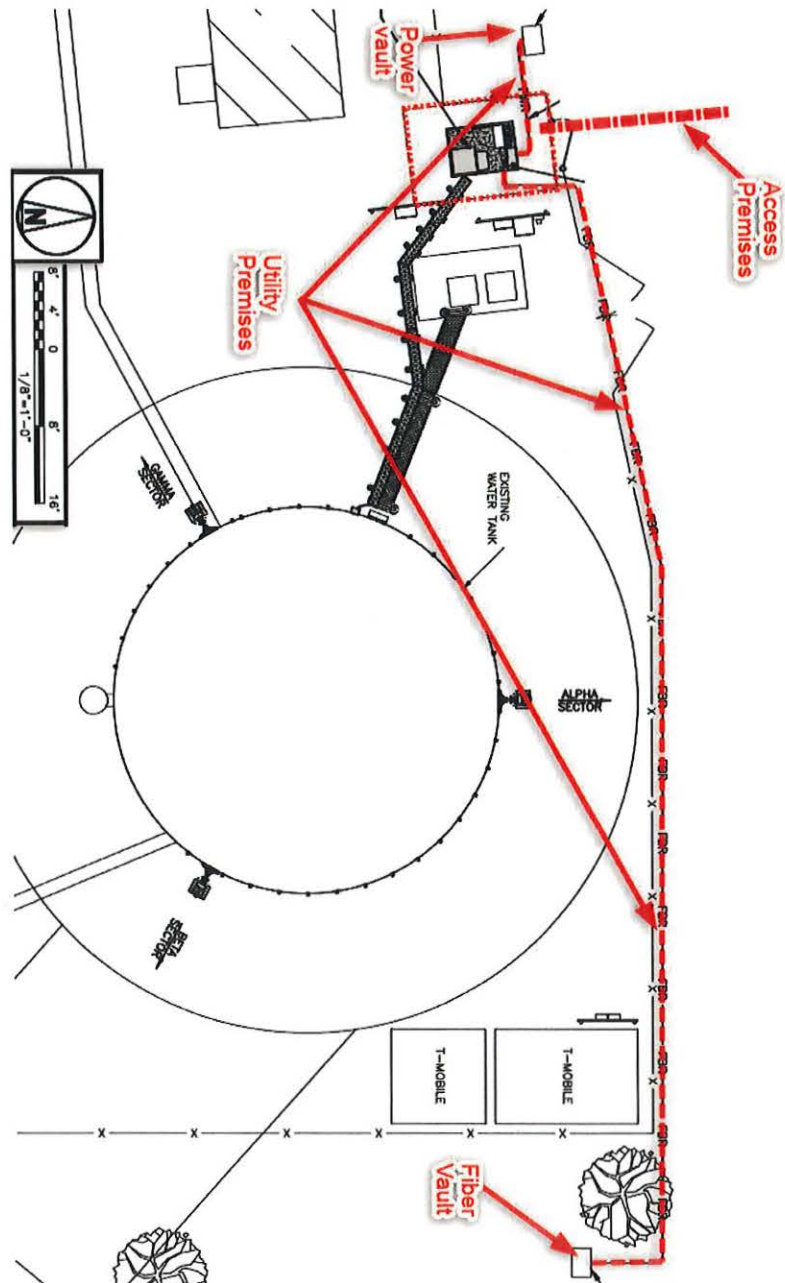
Exhibit B-3
Permitted Equipment

The Permitted Equipment is limited to the following:

#	Type	Make	Model	Height	Width	Depth	Weight	CL Height	Azimuth
3	Antenna	JMA	MX08FR0665-21_VOF	72	20	8	82.5	130	0, 120, 240
3	RRH	Fujitsu	TA08025-B605	14.9	15.7	9	74.9	125	0, 120, 240
3	RRH	Fujitsu	TA08025-B604	14.9	15.7	7.8	63.9	125	0, 120, 240
3	OVP	Raycap	RDIDC-9181-PF-48	18.98	14.39	8.15	21.82	122	0, 120, 240
1	Power		3/4" Power Cable						
1	Hybrid		CU 12PSM9P8-130						

Exhibit B-4
Access Premises and Utility Premises

The Access Premises are depicted below, and the Utility Premises are comprised of the Fiber Route and the Power Route depicted in the drawing below (not to scale).



NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE AGREEMENT, the Access and any locations of utilities are, and shall remain, non-exclusive.

Exhibit C
Installation Plans

The following site plans created by Core One Consulting, USA dated March 8, 2023 reflect the Installation Plans. Any changes made to the site plans, or any variations from same must be approved in advance and in writing by Licensor.

[21 Pages Follow]



DISH Wireless L.L.C. SITE ID:

SEGEG00145A

DISH Wireless L.L.C. SITE ADDRESS:

**2476 N SPOKANE STREET
POST FALLS, ID**

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- SECTOR SCOPE OF WORK:**
- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
 - INSTALL (1) PROPOSED ANTENNA MOUNTS WITH PRE-FABRICATED MACHMOUNT (1 PER SECTOR)
 - INSTALL PROPOSED JUMPERS
 - INSTALL (8) PROPOSED WRLW (2 PER SECTOR)
 - INSTALL (3) PROPOSED SURGE SUPPRESSION DEVICE (1 PER SECTOR)
 - INSTALL (3) PROPOSED POWER CABLES AND (3) FIBER CABLES (1 PER SECTOR)
 - INSTALL (1) PROPOSED CABLE TRAY UP SIDE OF WATER TANK
- GROUND SCOPE OF WORK:**
- INSTALL (1) PROPOSED CONCRETE PAD
 - INSTALL (1) PROPOSED H-FRAME
 - INSTALL (1) PROPOSED BBU IN CABINET
 - INSTALL (1) PROPOSED EQUIPMENT CABINET
 - INSTALL (1) PROPOSED POWER CONDUIT
 - INSTALL (1) PROPOSED TELCO CONDUIT
 - INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX
 - INSTALL (1) PROPOSED GPS UNIT
 - INSTALL (1) PROPOSED PFC CABINET
 - INSTALL (1) PROPOSED METER SOCKET
 - INSTALL (1) PROPOSED SAFETY SWITCH (IF NECESSARY)
 - INSTALL (1) PROPOSED GPOA BOX (IF NECESSARY)
 - INSTALL (1) PROPOSED ICE BRIDGE
 - REMOVE EXISTING CONCRETE PAD WITH RADIO TOWER

SITE INFORMATION

PROPERTY OWNER: CITY OF POST FALLS
 ADDRESS: 408 N SPOKANE ST
 POST FALLS, ID 83854

TOWER TYPE: WATER TANK

TOWER CD SITE ID: N/A

TOWER APP NUMBER: N/A

COUNTY: KOOTENAI COUNTY

LATITUDE (NAD 83): 47.731217

LONGITUDE (NAD 83): -118.847081

ZONING JURISDICTION: CITY OF POST FALLS

ZONING DISTRICT: R-1

PARCEL NUMBER: 00000278170

OCCUPANCY GROUP: B

CONSTRUCTION TYPE: V-B

POWER COMPANY: KOOTENAI ELECTRICAL COOP

TELEPHONE COMPANY: CENTURY LINK

PROJECT DIRECTORY

APPLICANT: DISH WIRELESS L.L.C.
 5701 SOUTH SANTA FE DRIVE
 LITTLETON, CO 80120
 BELLEVUE

TOWER OWNER: CITY OF POST FALLS
 408 N SPOKANE STREET
 POST FALLS, ID 83854
 509-545-2737

SITE DESIGNER: CORE ONE CONSULTING USA
 13555 SE 36TH ST, SUITE 100
 BELLEVUE, WA 98006
 (206) 582-5060

SITE ACQUISITION: JOC ENGBROOKS
 (480) 848-8158

CONSTRUCTION MANAGER: DAVID DUFFY
 (206) 427-2775

RF ENGINEER: MOHAMMED ALFASI
 (502) 582-2122

IDAHO CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	IDAHO BUILDING CODE/2015 IBC WITH IDAHO AMENDMENTS
MECHANICAL	IDAHO MECHANICAL CODE/2012 IMC WITH IDAHO AMENDMENTS
ELECTRICAL	IDAHO ELECTRICAL CODE/2017 NEC WITH IDAHO AMENDMENTS

PROPOSED WORK IS COMPLIANT WITH 6409(g) ELIGIBLE FACILITIES REQUEST CRITERIA

SITE PHOTO



DIRECTIONS

DIRECTIONS FROM SPOKANE INTERNATIONAL AIRPORT:
 FOLLOW W AIRPORT DR TO I-90/US-2 E. FOLLOW I-90 TO N SPOKANE ST IN
 POST FALLS IDAHO. TAKE EXIT 5 TO N SPOKANE ST. TAKE N SPOKANE ST
 NORTH TO SITE AT 2476 N SPOKANE ST.

VICINITY MAP



SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN AND EQUIPMENT PLAN
A-2	PROPOSED ENLARGED BUILDING PLAN
A-2A	EXISTING AND PROPOSED EQUIPMENT PLAN
A-3	ANTENNA PLAN, ELEVATION AND SCHEDULE
A-4	SOUTH AND WEST ELEVATIONS
A-5	NORTH AND EAST ELEVATIONS
A-6	EQUIPMENT PLATFORM AND H-FRAME DETAILS
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
A-9	EQUIPMENT DETAILS
E-1	ELECTRICAL ROUTE PLAN, ELEVATION AND UTILITY ROOM
E-2	ELECTRICAL DETAILS AND NOTES
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES



UNDERGROUND SERVICE ALERT IDAHO DIG LINE
 UTILITY NOTIFICATION CENTER OF IDAHO
 (800) 542 1565
 WWW.DIGLINE.COM
 CALL 2 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR IMPACT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11'x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



5701 SOUTH SANTA FE DRIVE
 LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
 BELLEVUE, WA 98006

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
G.L.	L.C.	M.D.

CONSTRUCTION DOCUMENTS

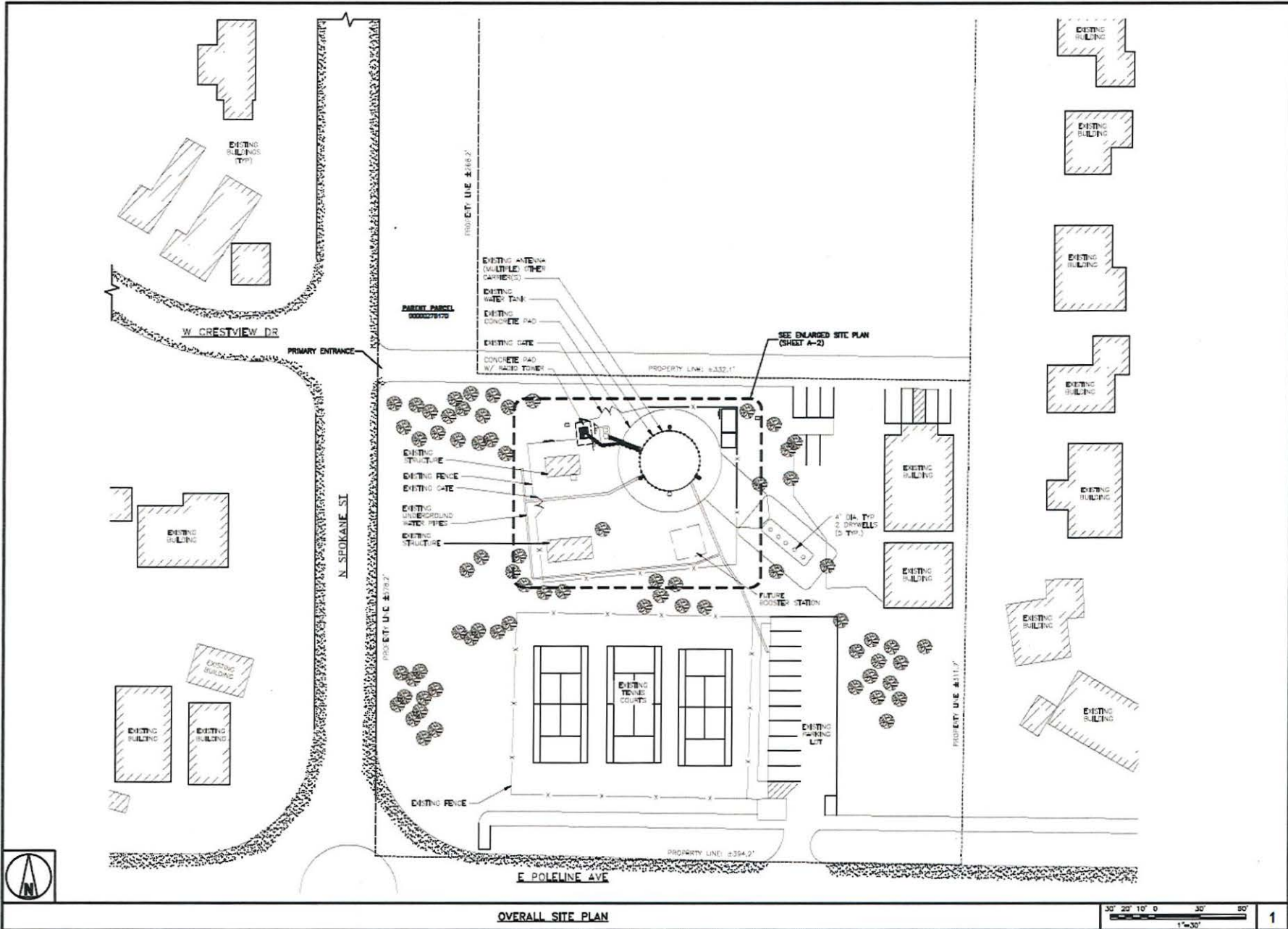
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D	07/14/2022	ISSUED FOR REVIEW
E	08/08/2022	ISSUED FOR REVIEW
F	08/08/2022	REVISED PER REVISION
G	09/16/2022	FINAL GDS
1	11/09/2022	REVISED PER ILL COMMENTS
2	02/08/2023	REVISED PER COMMENTS

AKE PROJECT NUMBER
 SEGEG00145A

DISH Wireless L.L.C.
 PROJECT INFORMATION
SEGEG00145A
 WATER TANK
 2476 N SPOKANE STREET
 POST FALLS, ID

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98005

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Q.L.	L.C.	M.D.

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
C	06/09/2022	ISSUED FOR REVIEW
D	07/14/2022	ISSUED FOR REVIEW
E	08/02/2022	ISSUED FOR REVIEW
F	08/09/2022	REVISED PER REVISIONS
G	08/16/2022	FINAL CDS
1	11/02/2022	REVISED PER LL COMMENTS
2	02/08/2023	REVISED PER COMMENTS

ARE PROJECT NUMBER
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
OVERALL
SITE PLAN

SHEET NUMBER
A-1



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



12005 5th ST, SUITE 100
BELLEVUE, WA 98005

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DRAWN BY: CHECKED BY: APPROVED BY:

Q.L. L.C. M.D.

RFDS REV #:

CONSTRUCTION DOCUMENTS

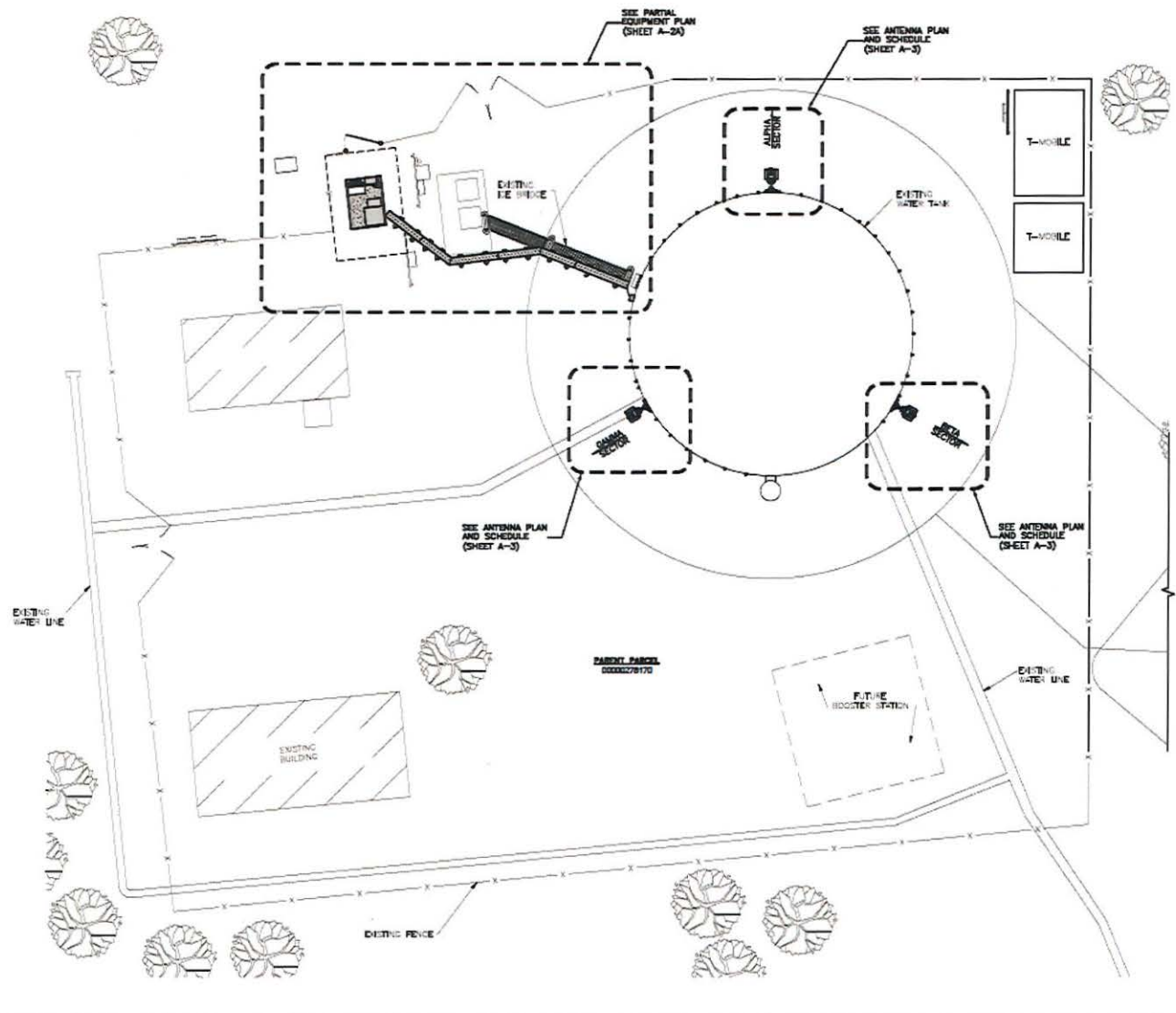
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D	07/14/2022 ISSUED FOR REVIEW
E	08/04/2022 ISSUED FOR REVIEW
F	08/04/2022 REVISED PER REVISIONS
G	08/16/2022 FINAL QPS
1	11/02/2022 REVISED PER ALL COMMENTS
2	02/08/2023 REVISED PER COMMENTS

ARE PROJECT NUMBER
SEEG00145A

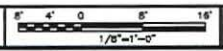
DISH Wireless LLC.
PROJECT INFORMATION
SEEG00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
ENLARGED SITE PLAN

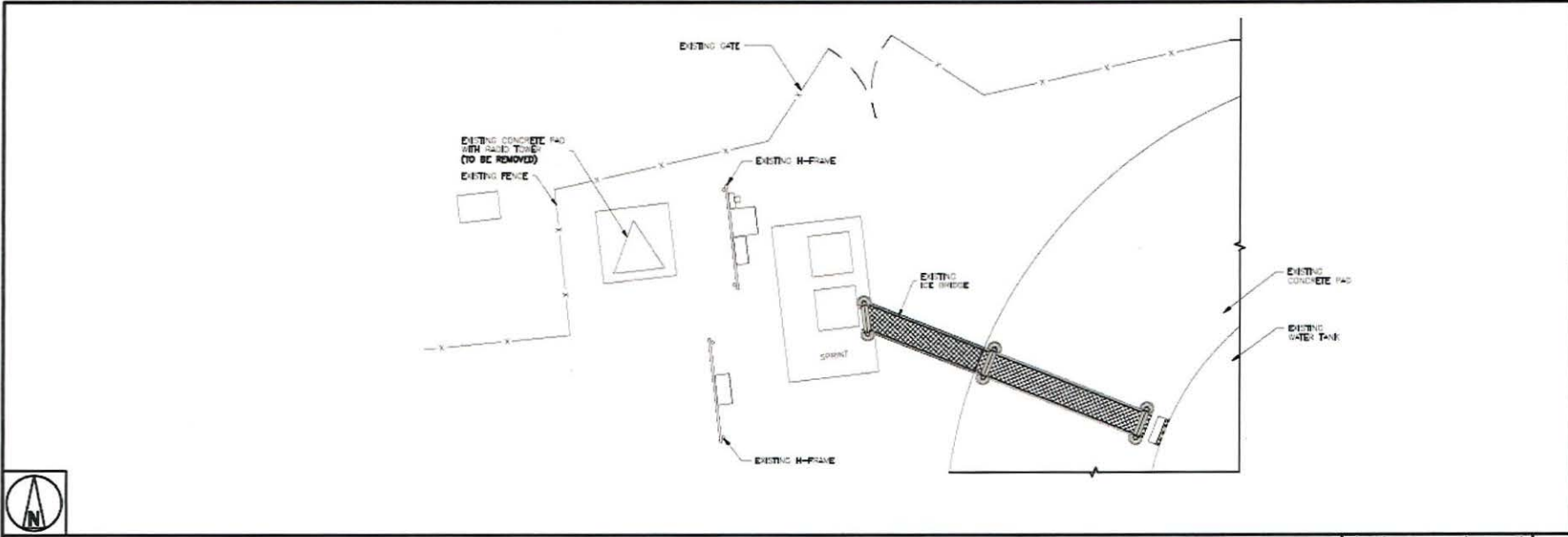
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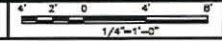
ENLARGED SITE PLAN



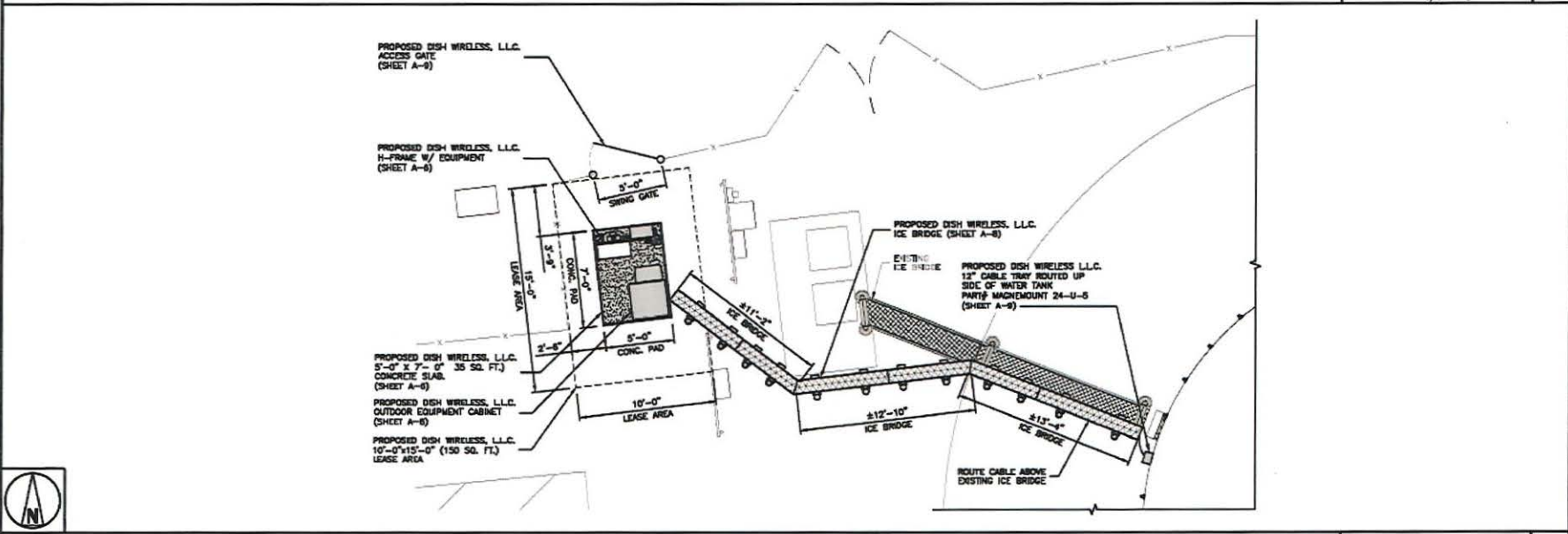
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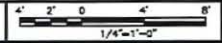
EXISTING PARTIAL EQUIPMENT PLAN



1



PROPOSED PARTIAL EQUIPMENT PLAN



2



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98005

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DRAWN BY: CHECKED BY: APPROVED BY:

Q.L.	L.C.	M.D.
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RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
C	06/05/2022 ISSUED FOR REVIEW
D	07/14/2022 ISSUED FOR REVIEW
E	08/05/2022 ISSUED FOR REVIEW
F	08/05/2022 REVISED PER REQUEST
G	08/16/2022 FINAL QPS
1	11/25/2022 ISSUED FOR ALL COMMENTS
2	02/09/2023 REVISED PER COMMENTS

ARE PROJECT NUMBER
SEEG00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEEG00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
EXISTING AND PROPOSED
PARTIAL EQUIPMENT PLAN

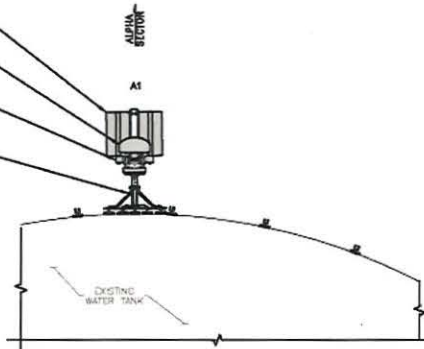
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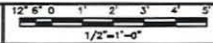
NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND RRH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.

PROPOSED DISH WIRELESS, L.L.C. RRH (TYP 2 PER SECTOR TOTAL 6)
 PROPOSED DISH WIRELESS, L.L.C. ANTENNAS (TYP 1 PER SECTOR TOTAL 3)
 PROPOSED DISH WIRELESS, L.L.C. OVP DEVICE (TYP 1 PER SECTOR TOTAL 3)
 PROPOSED DISH WIRELESS, L.L.C. MAGNETIC ANTENNA MOUNT STMS REFER TO METAL & CABLE CORP. (TYP. 1 PER SECTOR, TOTAL 3)

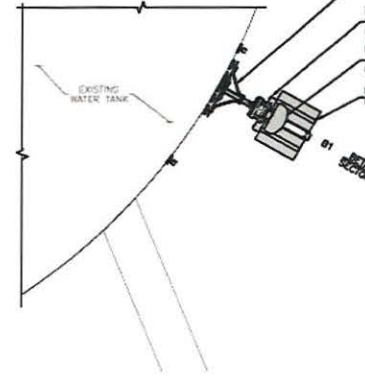


ANTENNA PLAN - ALPHA SECTOR

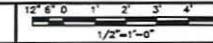


1

PROPOSED DISH WIRELESS, L.L.C. MAGNETIC ANTENNA MOUNT STMS REFER TO METAL & CABLE CORP. (TYP. 1 PER SECTOR, TOTAL 3)
 PROPOSED DISH WIRELESS, L.L.C. OVP DEVICE (TYP 1 PER SECTOR TOTAL 3)
 PROPOSED DISH WIRELESS, L.L.C. ANTENNAS (TYP 1 PER SECTOR TOTAL 3)
 PROPOSED DISH WIRELESS, L.L.C. RRH (TYP 2 PER SECTOR TOTAL 6)

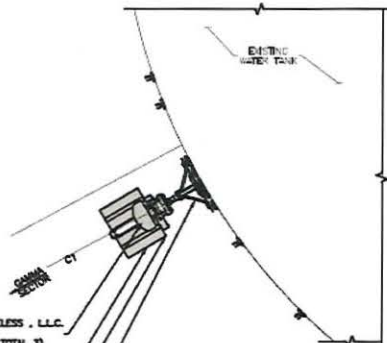


ANTENNA PLAN - BETA SECTOR

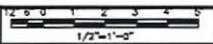


2

PROPOSED DISH WIRELESS, L.L.C. ANTENNAS (TYP 1 PER SECTOR TOTAL 3)
 PROPOSED DISH WIRELESS, L.L.C. RRH (TYP 2 PER SECTOR TOTAL 6)
 PROPOSED DISH WIRELESS, L.L.C. OVP DEVICE (TYP 1 PER SECTOR TOTAL 3)
 PROPOSED DISH WIRELESS, L.L.C. MAGNETIC ANTENNA MOUNT STMS REFER TO METAL & CABLE CORP. (TYP. 1 PER SECTOR, TOTAL 3)



ANTENNA PLAN - GAMMA SECTOR



3

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECH-NOLOGY	SIZE (HxW)	AZIMUTH	RFD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	JMA M08FR0655-21_V0F	5G	72.0" x 20.0"	0°	130°-0"	(1) POWER CABLE (1) HYBRID CABLE
BETA	B1	PROPOSED	JMA M08FR0655-21_V0F	5G	72.0" x 20.0"	120°	130°-0"	
GAMMA	C1	PROPOSED	JMA M08FR0655-21_V0F	5G	72.0" x 20.0"	240°	130°-0"	

SECTOR	POSITION	RRH		NOTES
		MANUFACTURER - MODEL NUMBER	TECH-NOLOGY	
ALPHA	A1	FLUITSU TA08025-8B05	n71(n28)	1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS. 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND ADMIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES. 3. ANTENNA MOUNT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER AS REQUIRED. 4. AN ANTENNA MOUNT ANALYSIS MUST BE PERFORMED AND DETERMINED ADEQUATE FOR THE PROPOSED LEADING PRICES TO INSTALLING ANY NEW EQUIPMENT ON T-E TOWER.
	A1	FLUITSU TA08025-8B04	n70(n86)	
BETA	B1	FLUITSU TA08025-8B05	n71(n28)	
	B1	FLUITSU TA08025-8B04	n70(n86)	
GAMMA	C1	FLUITSU TA08025-8B05	n71(n28)	
	C1	FLUITSU TA08025-8B04	n70(n86)	

ANTENNA SCHEDULE

NO SCALE

4



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 34TH ST, SUITE 100
BELLEVUE, WA 98005

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DRAWN BY: CHECKED BY: APPROVED BY:
 O.L. L.C. M.D.

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
C	06/01/2022	ISSUED FOR REVIEW
D	07/14/2022	ISSUED FOR REVIEW
E	08/01/2022	ISSUED FOR REVIEW
F	08/01/2022	REVISED PER REVISIONS
G	08/10/2022	FINAL GPS
H	11/01/2022	REVISED PER U. COBBINS
I	03/08/2023	REVISED PER COBBINS

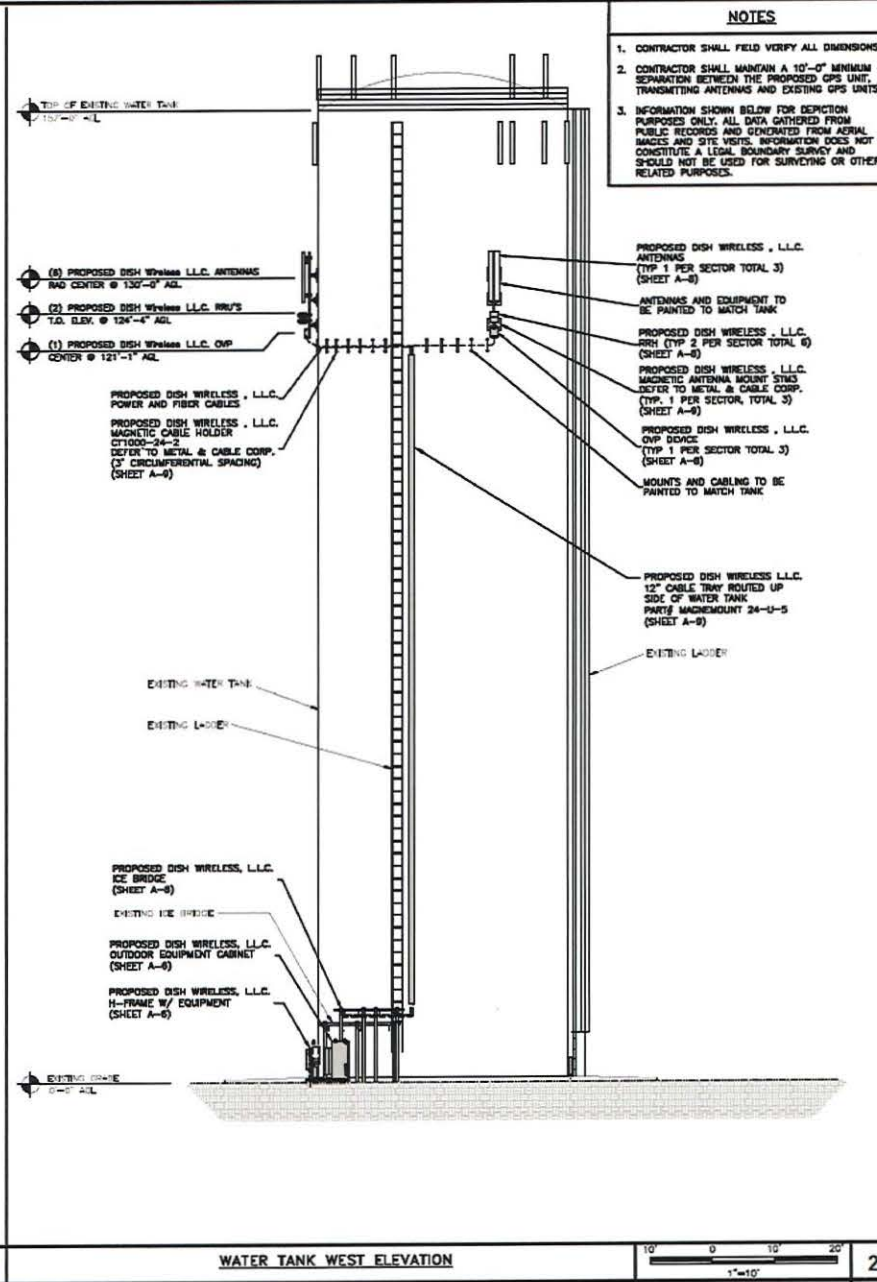
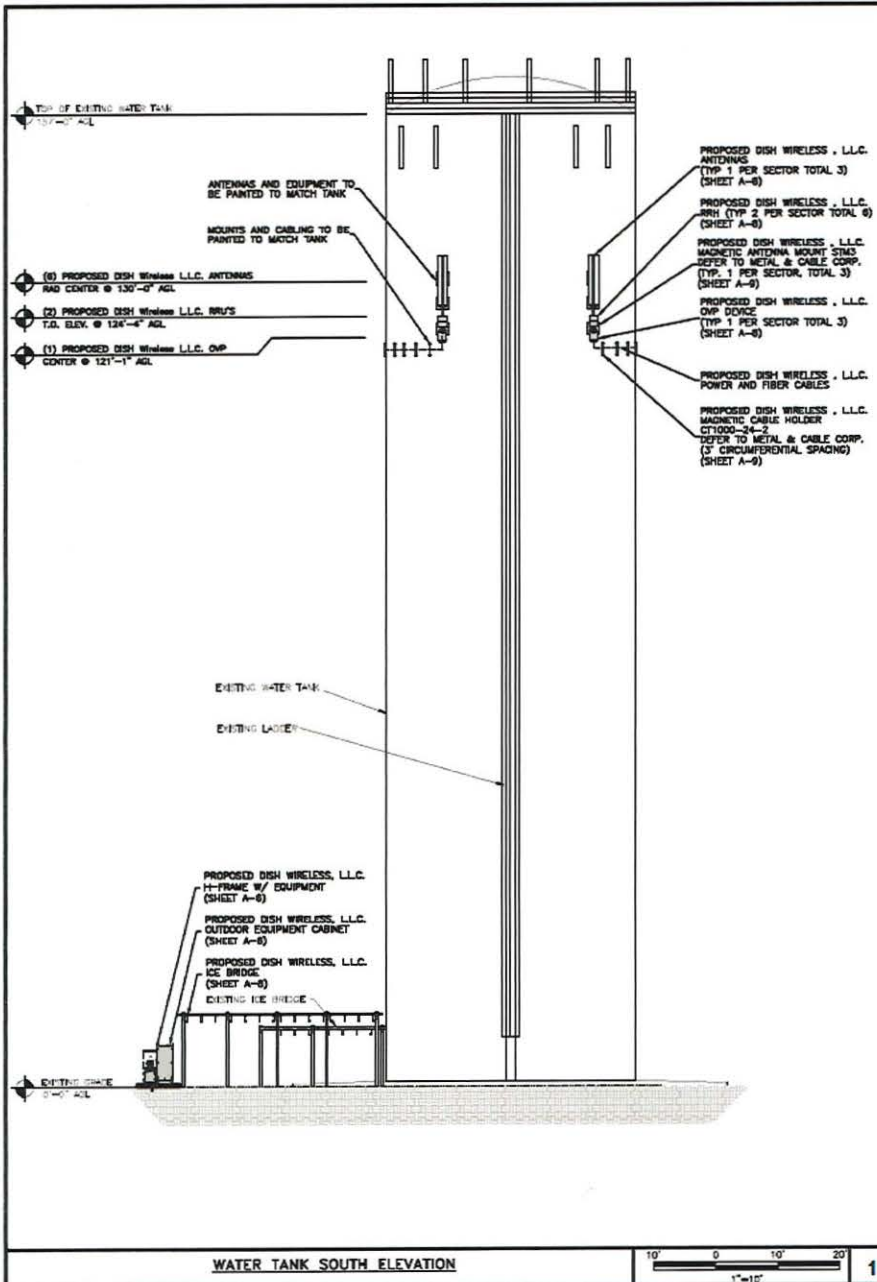
AKE PROJECT NUMBER
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
ANTENNA PLAN
ELEVATION AND SCHEDULE

SHEET NUMBER

A-3



- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
 3. INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA OBTAINED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

CORE ONE CONSULTING US

13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98005

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DRAWN BY: CHECKED BY: APPROVED BY:

Q.L. L.C. M.D.

RFD5 REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
0	06/06/2022	ISSUED FOR REVIEW
1	07/14/2022	ISSUED FOR REVIEW
2	08/02/2022	ISSUED FOR REVIEW
3	08/02/2022	REVISED PER REVIEW
4	08/16/2022	FINAL QPS
5	11/08/2022	REVISED PER LL COMMENTS
6	01/08/2023	REVISED PER COMMENTS

ARE PROJECT NUMBER
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
SOUTH AND WEST ELEVATIONS

SHEET NUMBER
A-4



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST. SUITE 100
BELLEVUE, WA 98006

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DRAWN BY: CHECKED BY: APPROVED BY:

G.L. L.C. M.D.

RFDS REV #:

CONSTRUCTION DOCUMENTS

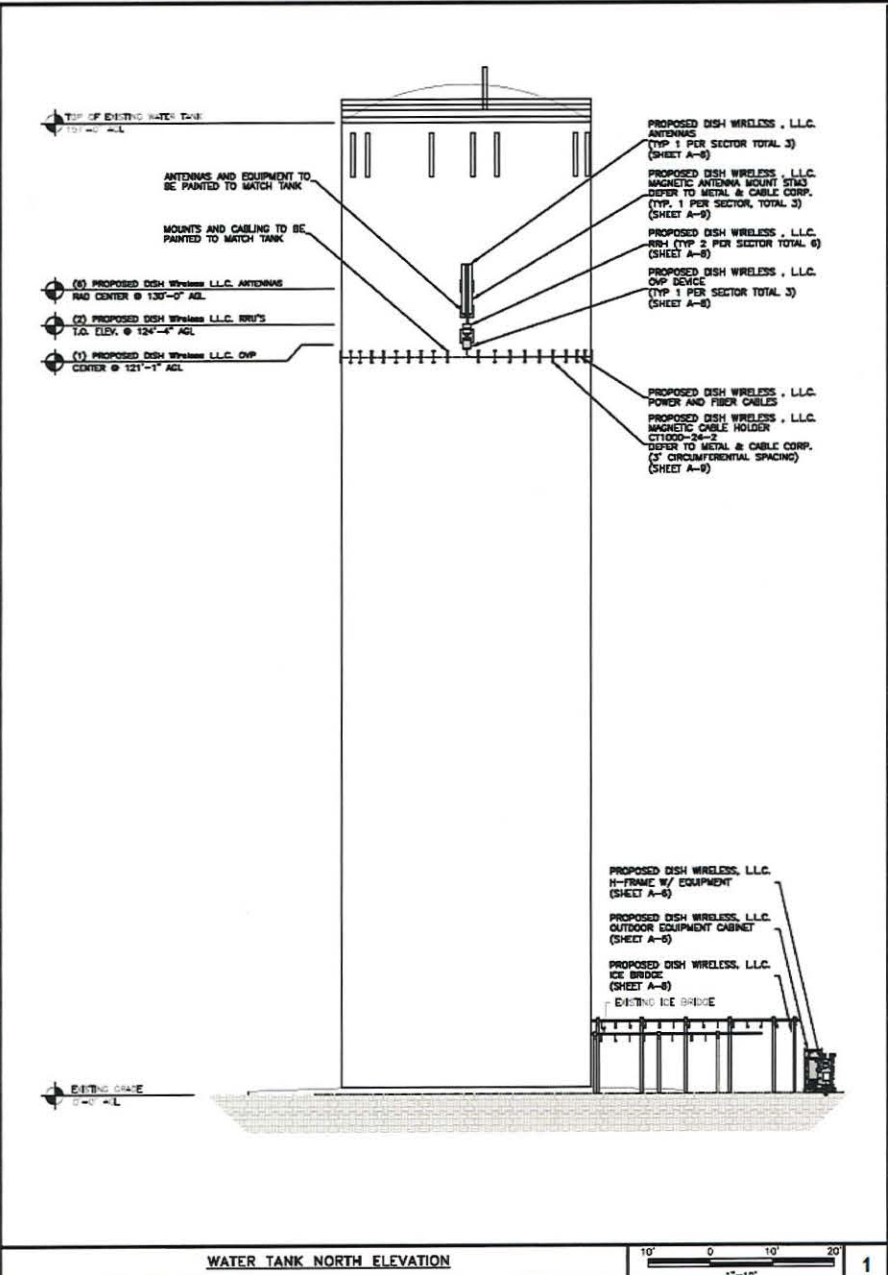
SUBMITTALS	
REV	DESCRIPTION
6	06/05/2023 ISSUED FOR REVIEW
5	07/14/2023 ISSUED FOR REVIEW
4	08/02/2023 ISSUED FOR REVIEW
7	08/02/2023 FORNED PER REVISIONS
8	08/10/2023 FINAL QTS
1	11/02/2023 FORNED PER LL COMMENTS
2	03/08/2024 FORNED PER COMMENTS

AKE PROJECT NUMBER
SEGE00145A

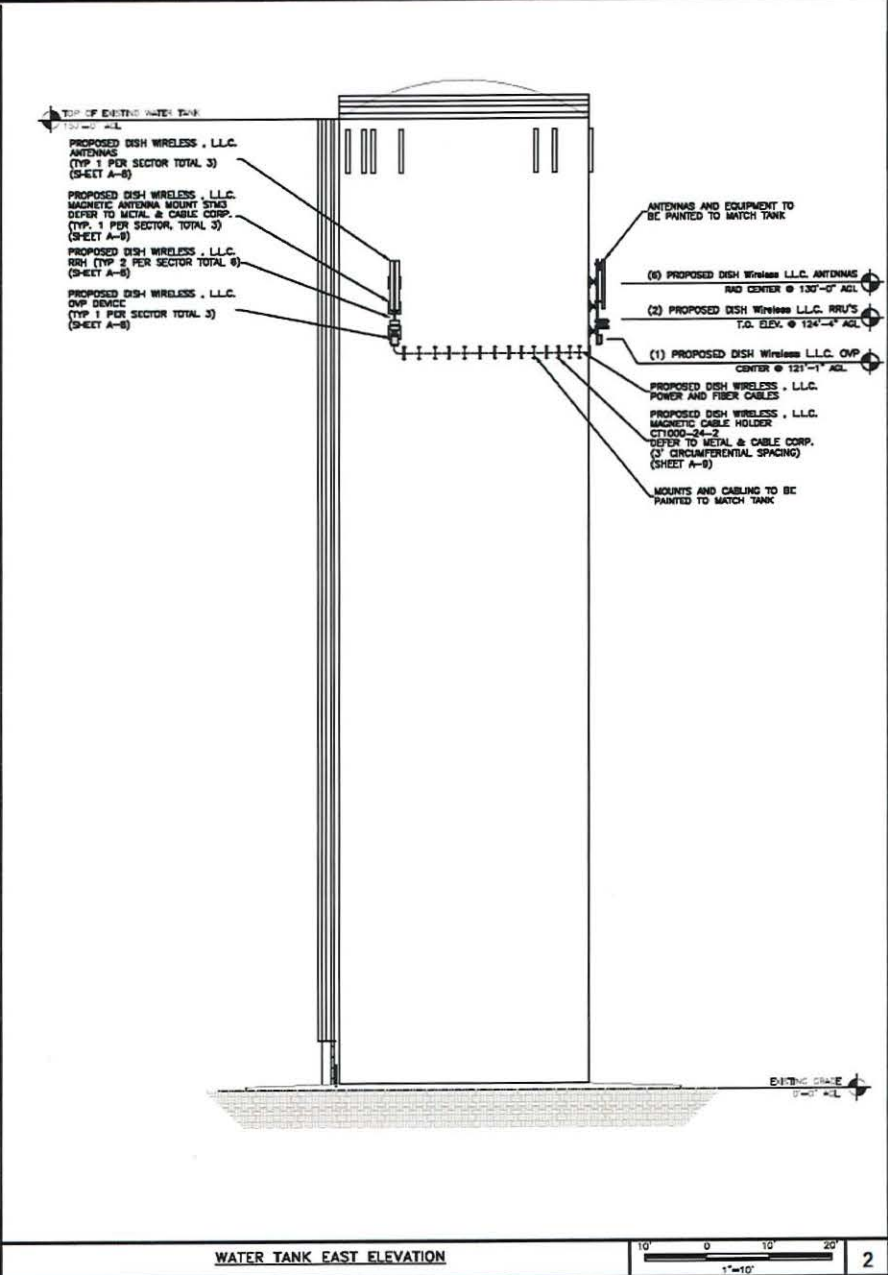
DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
NORTH AND EAST
ELEVATIONS

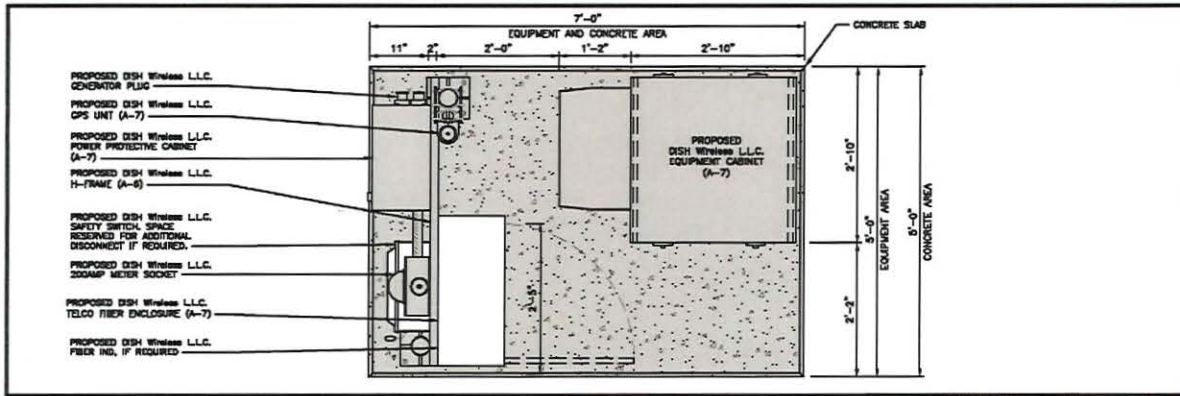
SHEET NUMBER
A-5



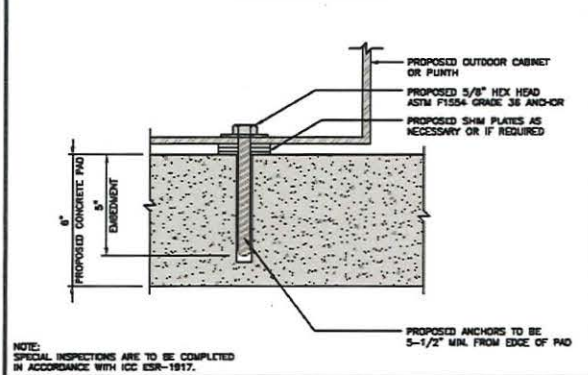
WATER TANK NORTH ELEVATION



WATER TANK EAST ELEVATION



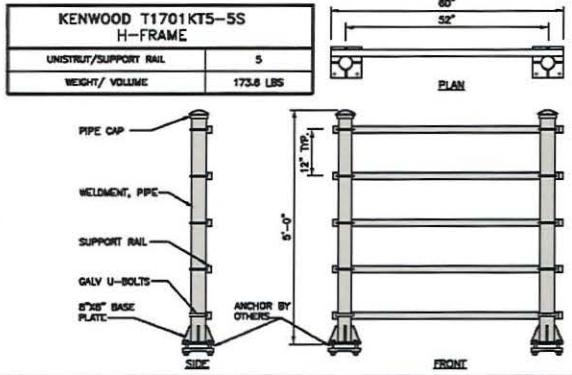
PLATFORM EQUIPMENT PLAN



NOTE: SPECIAL INSPECTIONS ARE TO BE COMPLETED IN ACCORDANCE WITH ICC ESR-1917.

TYPICAL OUTDOOR EQUIPMENT TO CONCRETE SLAB ANCHORAGE

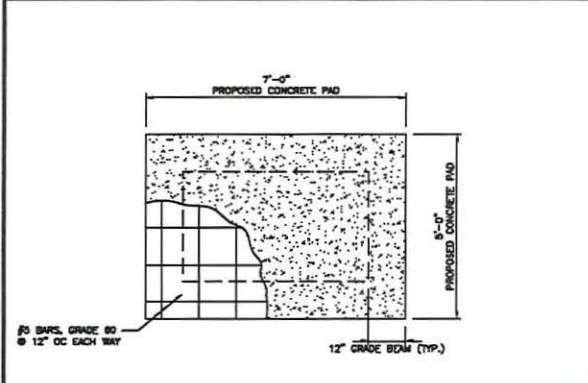
NO SCALE 3



KENWOOD T1701KT5-5S H-FRAME	
UNSTRUT/SUPPORT RAIL	5
WEIGHT/ VOLUME	173.8 LBS

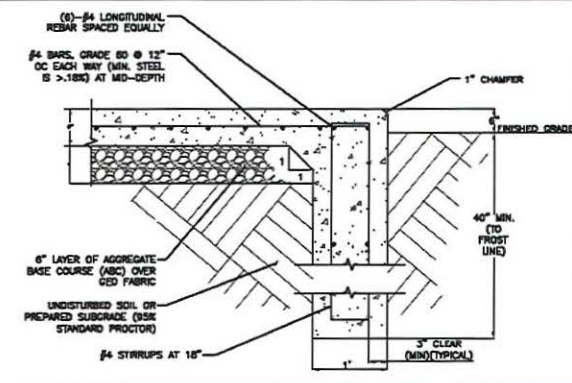
H-FRAME DETAIL

NO SCALE 4



TYPICAL CONCRETE PAD DETAIL

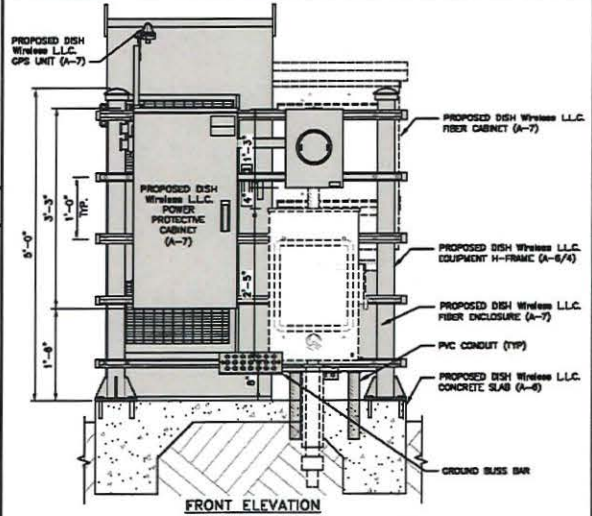
NO SCALE 5



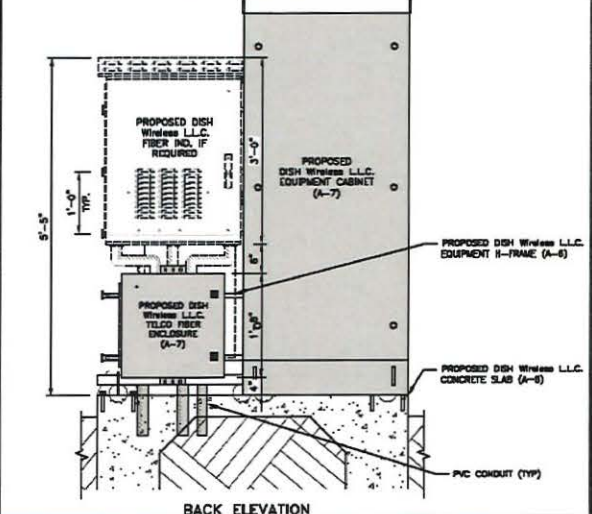
TYPICAL CONCRETE SLAB WITH TURNDOWN DETAIL

NO SCALE 6

- NOTES**
- EQUIPMENT CABINET OMITTED FOR CLARITY
 - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 - CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
 - INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.
 - CONTRACTOR SHALL ADJUST THE MOUNT FOR FIT-UP AS REQUIRED.
 - ALL INSTALLATION INCLUDES RELEVANT ATTACHMENT TO THE CONCRETE SLAB SHALL BE IN ACCORD WITH THE REQUIREMENTS SET BY THE MANUFACTURER.



FRONT ELEVATION



BACK ELEVATION



H-FRAME EQUIPMENT ELEVATION

NO SCALE 2



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O.L.	L.C.				M.D.
RFDS REV #:					

CONSTRUCTION DOCUMENTS

SUBMITTALS		
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G	08/16/2023	FINAL CDS
H	11/08/2023	FORNED FOR LL COMMENTS
I	02/08/2024	FORNED FOR COMMENTS

A&E PROJECT NUMBER
SEGG00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGG00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
NORTH AND EAST ELEVATIONS

SHEET NUMBER

A-6

CHARLES INDUSTRY HVAC CUBE-PM63915IN4	
DIMENSIONS (HxWxD):	74"x32"x32"
POWER PLANT:	-48VDC ABB/600W
TOTAL WEIGHT (EMPTY):	383 LBS

CABINET DETAIL

NO SCALE 1

RAYCAP PPC RDIAC-2465-P-240-MTS	
ENCLOSURE DIMENSIONS (HxWxD):	39"x22.855"x12.983
WEIGHT:	80 lbs
OPERATING AC VOLTAGE:	240/120 1 PHASE 3W+G

POWER PROTECTION CABINET (PPC) DETAIL

NO SCALE 2

ROSENBERGER GPSGLONASS-36-N-S	
DIMENSION (DIA x H):	69mm x 98.5mm
WEIGHT (WITH ACCESSORIES):	515.74g
CONNECTOR:	N-FEMALE
FREQUENCY RANGE:	1509 MHz ~ 1610.5MHz

GPS ANTENNA DETAIL

NO SCALE 3

CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADIUS

NO SCALE 4

CHARLES CFIT-PF2020DSH1 FIBER TELCO ENCLOSURE	
ENCLOSURE DIMS (HxWxD):	20"x20"x6"
ENCLOSURE WEIGHT:	20 lbs
MOUNTING:	WALL
COMPLIANCE:	TYPE 4

FIBER TELCO ENCLOSURE DETAIL

NO SCALE 5

GPS MINIMUM SKY VIEW REQUIREMENTS

NO SCALE 6

CHARLES INDUSTRIES 97-LT-002422 - PLYNTH 6 INCH	
DIMENSIONS (HxWxD):	6" x 30.188" x 29.982"
NOTE: CASKET AND MOUNTING HARDWARE INCLUDED	

PLYNTH DETAIL

NO SCALE 7

ZAYO 5RU CABINET LEFT SWING DOOR ("LIT" SITES)	
DIMENSIONS (HxWxD):	36.115"x29"x12.8"
WEIGHT:	85 LBS
POWER INPUT:	20A, -48VDC

NETWORK INTERFACE UNIT DETAIL

NO SCALE 8

EATON METER SOCKET UNRRS213BEUSE	
DIMENSIONS (HxWxD):	18"x12"x6"
TYPE:	RING
AMPERAGE RATING:	200 CONT. AMP
WEIGHT:	18 lbs

METER BANK DETAIL

NO SCALE 9

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

13555 SE 34TH ST. SUITE 100
BELLEVUE, WA 98005

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Q.L. _____ L.C. _____ M.D. _____

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

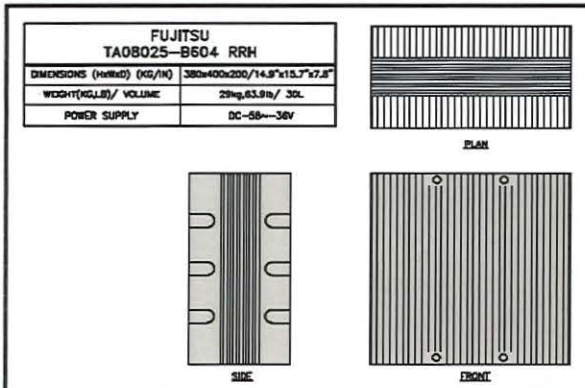
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AKE PROJECT NUMBER
SEGE00145A

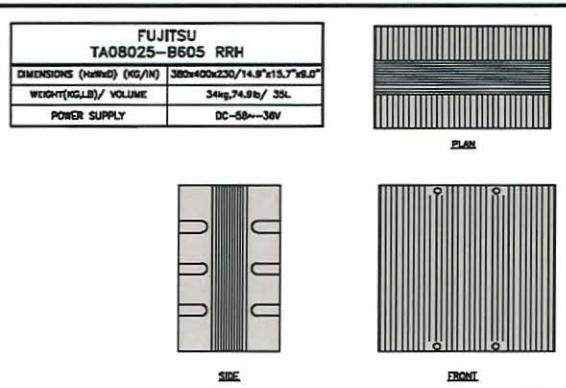
DISH Wireless LLC.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
EQUIPMENT DETAILS

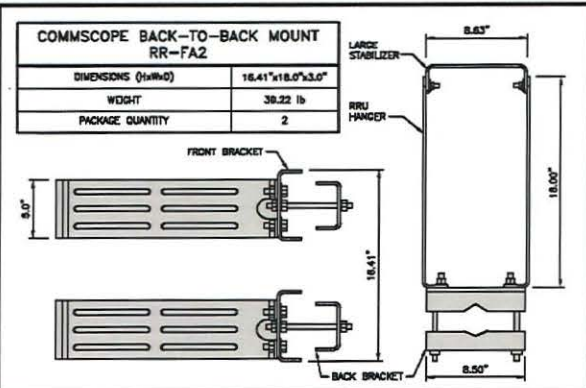
SHEET NUMBER
A-7



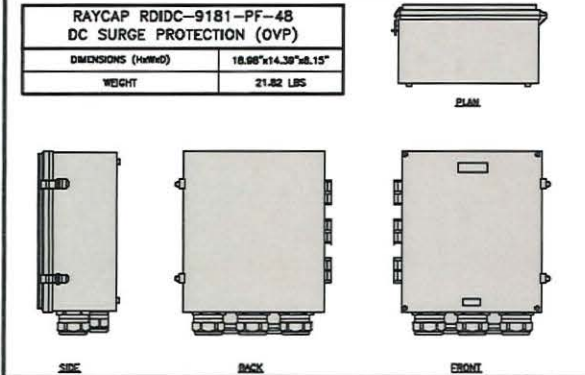
REMOTE RADIO HEAD DETAIL NO SCALE 1



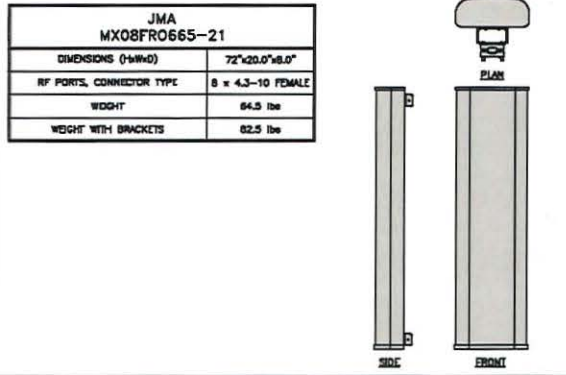
REMOTE RADIO HEAD DETAIL NO SCALE 2



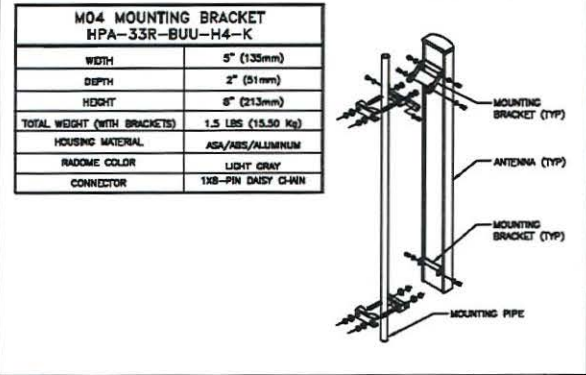
REMOTE RADIO MOUNT DETAIL NO SCALE 3



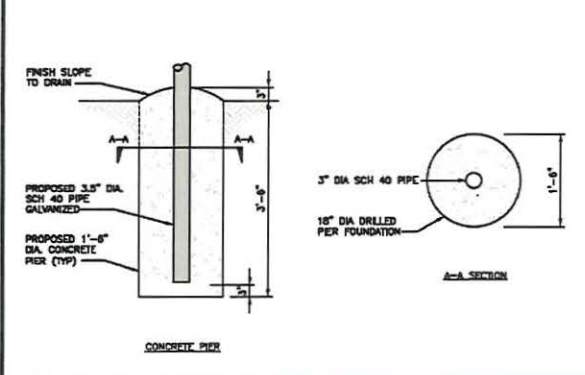
SURGE SUPPRESSION DETAIL (OVP) NO SCALE 4



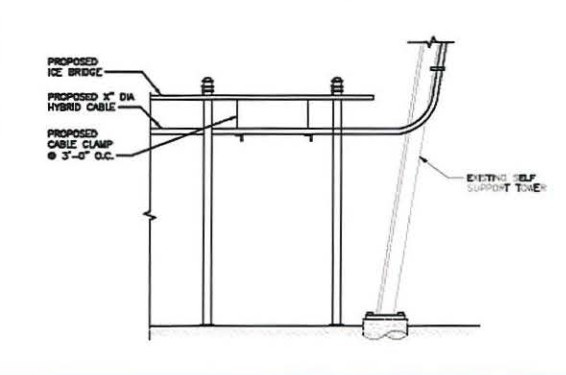
ANTENNA DETAIL NO SCALE 5



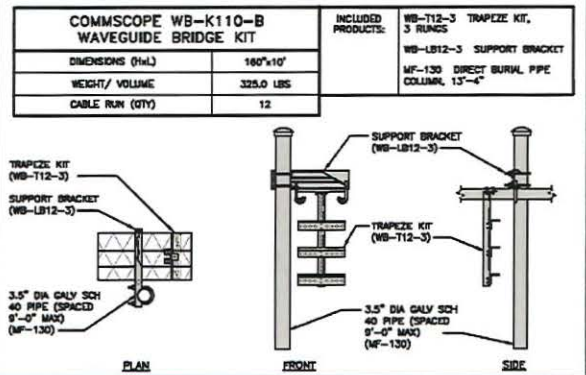
ANTENNA MOUNTING DETAIL NO SCALE 6



TYPICAL ICE BRIDGE CONCRETE PIER DETAIL NO SCALE 7



HYBRID CABLE RUN NO SCALE 8



ICE BRIDGE DETAIL NO SCALE 9



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CONSTRUCTION DOCUMENTS

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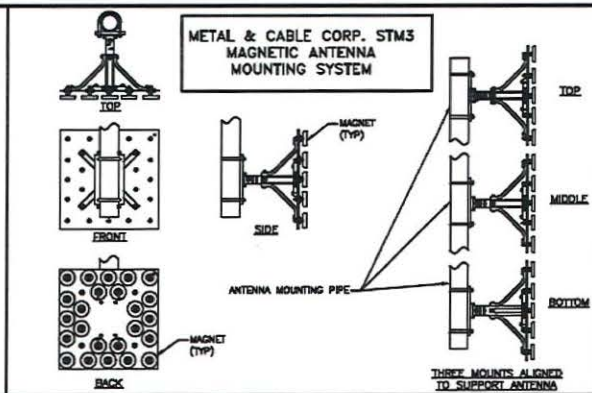
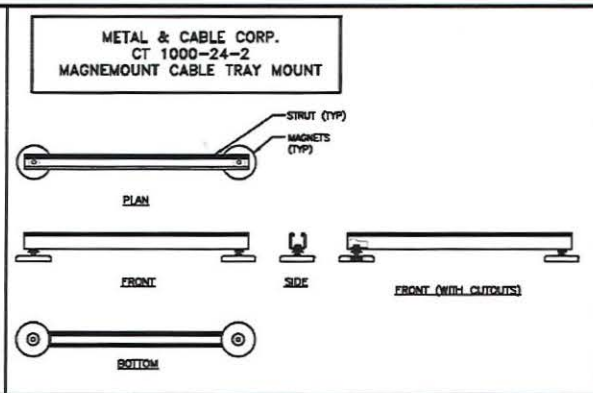
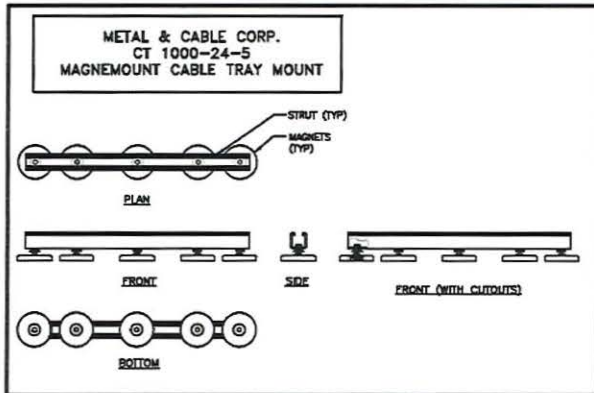
REV	DATE	DESCRIPTION
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D	07/14/2022	ISSUED FOR BIDDING
E	09/02/2022	ISSUED FOR BIDDING
F	09/02/2022	ISSUED FOR RESUBMIT
G	09/10/2022	FINAL QDS
H	11/02/2022	ISSUED PER LL COMMENTS
I	02/08/2023	ISSUED PER COMMENTS

AKE PROJECT NUMBER
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
EQUIPMENT DETAILS

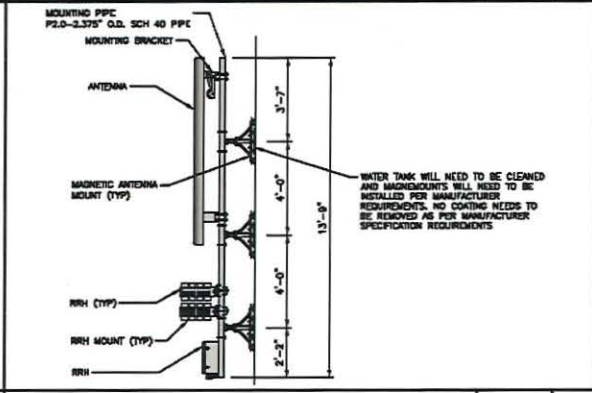
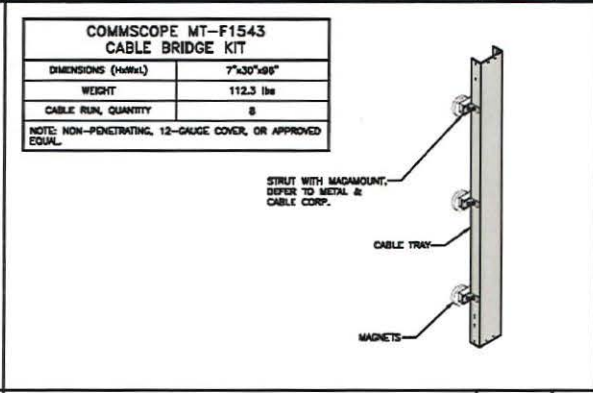
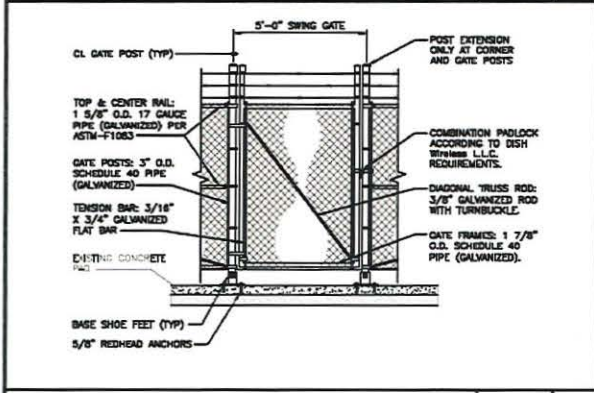
SHEET NUMBER
A-8



MAGNETIC CABLE TRAY MOUNT DETAIL NO SCALE 1

MAGNETIC CABLE TRAY MOUNT DETAIL NO SCALE 2

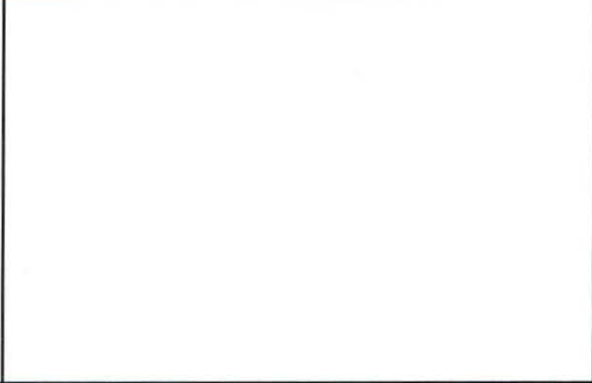
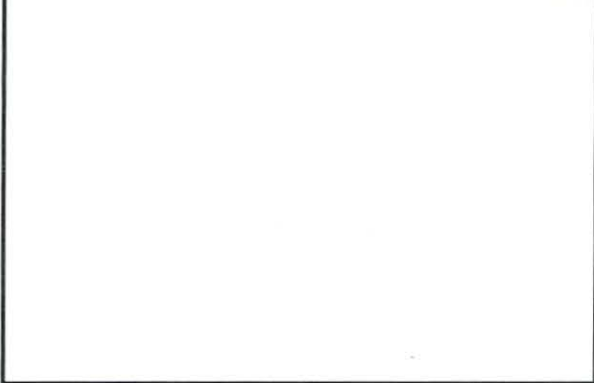
MAGNETIC ANTENNA MOUNT DETAIL NO SCALE 3



TYPICAL MAN-GATE ELEVATION DETAIL NO SCALE 4

WALL MOUNTED CABLE TRAY W/ MAGNAMOUNT DETAIL NO SCALE 5

ANTENNA MOUNT DETAIL NO SCALE 6



NOT USED NO SCALE 7

NOT USED NO SCALE 8

NOT USED NO SCALE 9



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 161 36TH ST, SUITE 100
BELLEVUE, WA 98006

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F	08/05/2021 REVISION PER REVISIONS
G	08/05/2021 FINAL GDS
H	11/02/2021 REVISION PER ALL COMMENTS
I	02/09/2022 REVISION PER COMMENTS

AAE PROJECT NUMBER
SEGE00145A

DISH Wireless LLC,
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
A-9

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

CORE ONE
CONSULTING USA

13555 SE 34TH ST, SUITE 100
BELLEVUE, WA 98006

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AKR PROJECT NUMBER

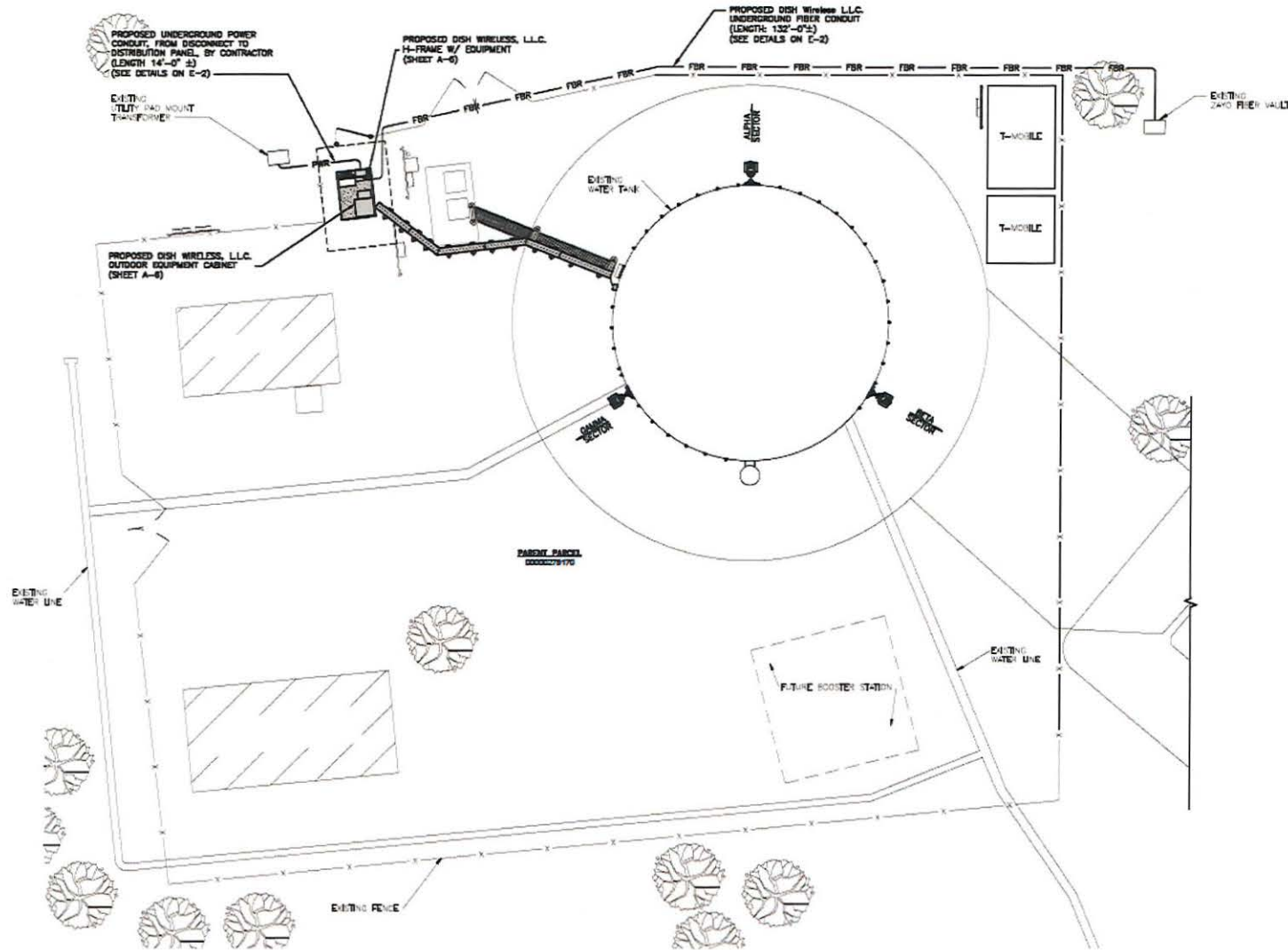
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

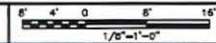
SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER

E-1



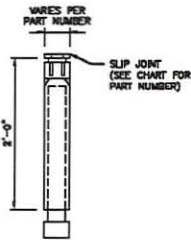
ENLARGED SITE PLAN



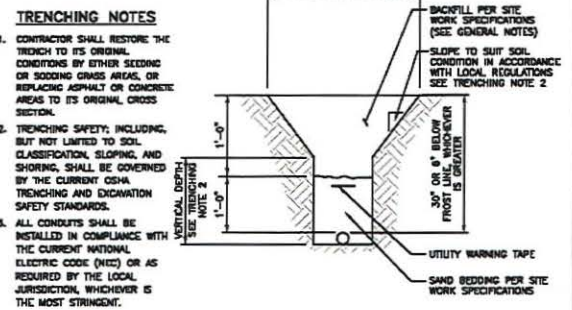
NO SCALE

3

CARLON EXPANSION FITTINGS				
COUPLING END PART#	MALE TERMINAL ADAPTER END PART#	SIZE	STD. CTN. QTY.	TRAVEL LENGTH
EA45D	EA45DX	1/2"	20	4"
EA45C	EA45CX	3/4"	15	4"
EA45T	EA45TX	1"	10	4"
EA45G	EA45GX	1 1/4"	5	4"
EA45H	EA45HX	1 1/2"	5	4"
EA45J	EA45JX	2"	15	8"
EA45K	EA45KX	2 1/2"	10	8"
EA45L	EA45LX	3"	10	8"
EA45M	EA45MX	3 1/2"	5	8"
EA45N	EA45NX	4"	5	8"
EA45P	EA45PX	5"	1	8"
EA45R	EA45RX	6"	1	8"

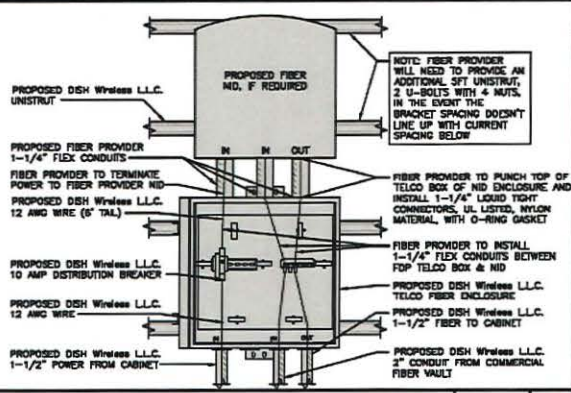


NOTE: CONTRACTOR TO INSTALL EXPANSION FITTING SLIP JOINT AT METER CENTER CONDUIT TERMINATION, AS PER LOCAL UTILITY POLICY, ORDINANCE AND/OR SPECIFIED REQUIREMENT.



TRENCHING NOTES

- CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING SAFETY, INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
- ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS THE MOST STRINGENT.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006

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G.L. L.C. M.D.

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D	08/16/2023	FINAL CTS
T	11/05/2023	REVISED PER UL COMMENTS
Z	03/08/2024	REVISED PER COMMENTS

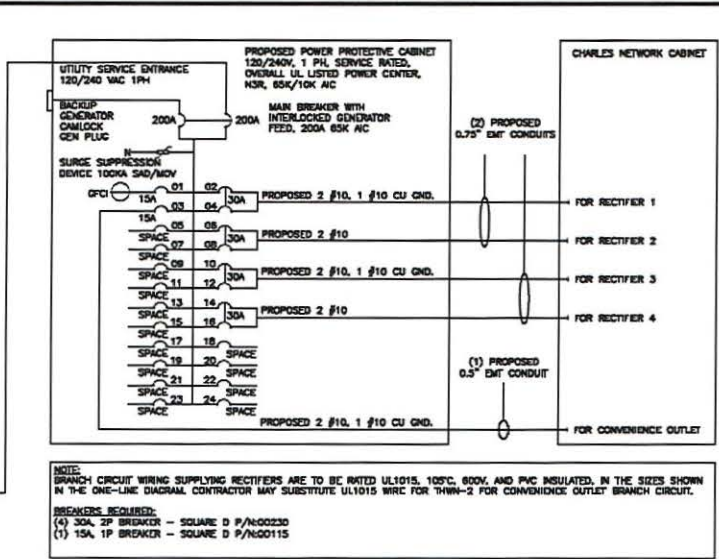
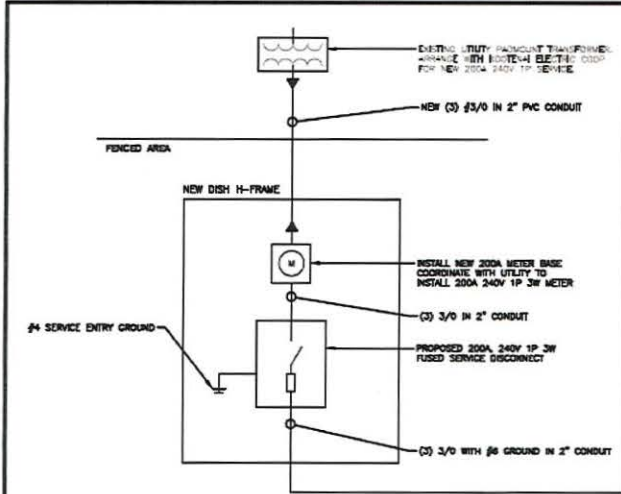
ARE PROJECT NUMBER
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-2

EXPANSION JOINT DETAIL	NO SCALE	1	TYPICAL UNDERGROUND TRENCH DETAIL	NO SCALE	2	LIT TELCO BOX - INTERIOR WIRING LAYOUT (OPTIONAL)	NO SCALE	3
NOT USED	NO SCALE	4	NOT USED	NO SCALE	5	NOT USED	NO SCALE	6
NOT USED	NO SCALE	7	NOT USED	NO SCALE	8	NOT USED	NO SCALE	9



NOTES

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATINGS FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUIT AND FEEDERS COMPLY WITH THE NEC (LISTED ON T-1) ARTICLE 210.19(A)(1) FPN NO. 4.

THE (2) CONDUITS WITH (4) CURRENT CARRYING CONDUCTORS EACH, SHALL APPLY THE ADJUSTMENT FACTOR OF 80% PER 2014/17 NEC TABLE 310.15(B)(3)(a) OR 2000 NEC TABLE 310.15(C)(1) FOR UL1015 WIRE.

#12 FOR 15A-20A/1P BREAKER: 0.8 x 30A = 24.0A
#10 FOR 25A-30A/2P BREAKER: 0.8 x 40A = 32.0A
#8 FOR 35A-40A/2P BREAKER: 0.8 x 35A = 28.0A
#6 FOR 45A-60A/2P BREAKER: 0.8 x 75A = 60.0A

CONDUIT SIZING: AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 358.
0.5" CONDUIT - 0.122 SQ. IN AREA
0.75" CONDUIT - 0.213 SQ. IN AREA
1.0" CONDUIT - 0.336 SQ. IN AREA
1.5" CONDUIT - 0.767 SQ. IN AREA

CABINET CONVENIENCE OUTLET CONDUCTORS (1) CONDUIT: USING THHN-2, CU.

#10 - 0.0211 SQ. IN X 2 = 0.0422 SQ. IN
#10 - 0.0211 SQ. IN X 1 = 0.0211 SQ. IN <GROUND
TOTAL = 0.0633 SQ. IN

0.5" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

RECTIFIER CONDUCTORS (2) CONDUITS: USING UL1015, CU.

#10 - 0.0286 SQ. IN X 4 = 0.1144 SQ. IN
#10 - 0.0286 SQ. IN X 1 = 0.0286 SQ. IN <BARE GROUND
TOTAL = 0.1430 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (5) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

13555 SE 34TH ST. SUITE 100
BELLEVUE, WA 98005

PPC ONE-LINE DIAGRAM

NO SCALE 1

PROPOSED CHARLES PANEL SCHEDULE									
LOAD SERVED	VOLT AMPS (WATTS)		TRIP	CIR #	PHASE	CIR #	VOLT AMPS (WATTS)		LOAD SERVED
	L3	L1					L3	L1	
PPC GFCI OUTLET	180	180	15A	1	A	2	2880	2880	ABB/GE INFINITY RECTIFIER 1
CHARLES GFCI OUTLET	180	180	15A	3	B	4	2880	2880	ABB/GE INFINITY RECTIFIER 2
-SPACE-					A	6	2880	2880	ABB/GE INFINITY RECTIFIER 3
-SPACE-					B	8	2880	2880	ABB/GE INFINITY RECTIFIER 4
-SPACE-					A	10	2880	2880	-SPACE-
-SPACE-					B	12	2880	2880	-SPACE-
-SPACE-					A	14	2880	2880	-SPACE-
-SPACE-					B	16	2880	2880	-SPACE-
-SPACE-					A	18	2880	2880	-SPACE-
-SPACE-					B	20	2880	2880	-SPACE-
-SPACE-					A	22	2880	2880	-SPACE-
-SPACE-					B	24	2880	2880	-SPACE-
VOLTAGE AMPS	180	180					11520	11520	
200A MCB, 1P, 24 SPACE, 120/240V							11700	11700	
MIN BREAKER 60000 AIC							98	98	
							66	MAX AMPS	
							123	MAX 125%	

NO SCALE 2

NOT USED

NO SCALE 3

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REV# REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

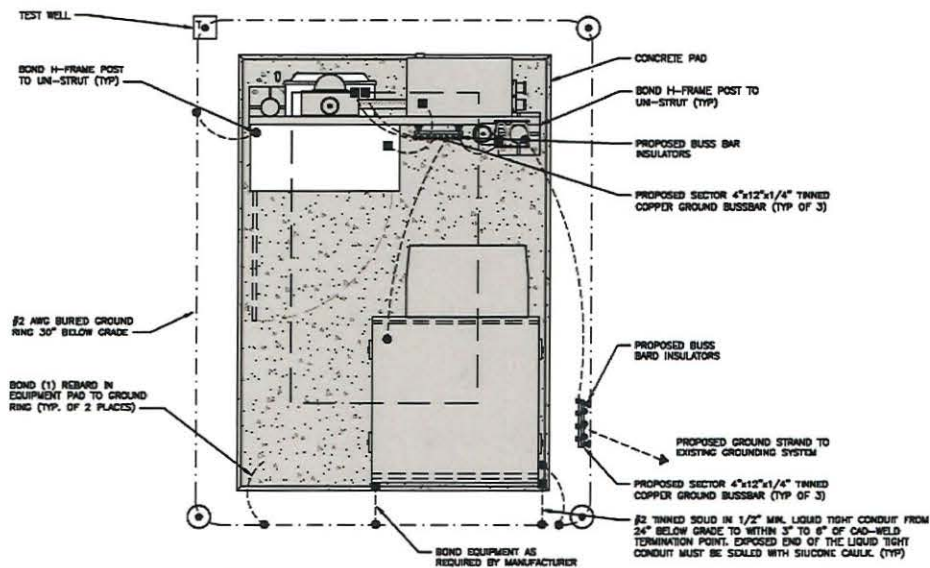
REV	DATE	DESCRIPTION
C	08/02/2023	ISSUED FOR REVIEW
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E	08/02/2023	ISSUED FOR REVIEW
F	08/02/2023	REVISED PER RESUBMIT
G	08/10/2023	REVISED PER UL COMMENTS
H	11/02/2023	FINAL GDS
I	02/08/2024	REVISED PER UL COMMENTS

AME PROJECT NUMBER
SEGE00145A

DISH Wireless LLC.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

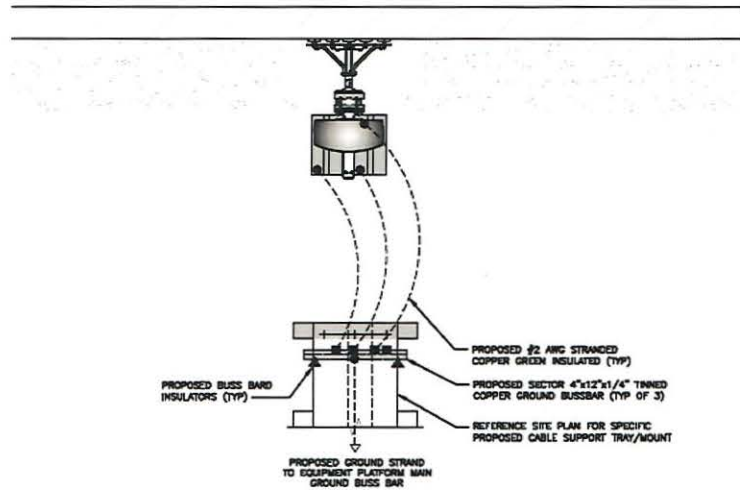
SHEET TITLE
ELECTRICAL ONE LINE
AND PANEL SCHEDULE

SHEET NUMBER
E-3



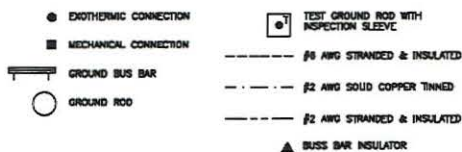
TYPICAL EQUIPMENT GROUNDING PLAN

NO SCALE 1



TYPICAL ANTENNA GROUNDING PLAN

NO SCALE 2



GROUNDING LEGEND

- GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
- CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH Wireless L.L.C. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
- ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.

GROUNDING KEY NOTES

- EXTERIOR GROUND RING:** #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.
- TOWER GROUND RING:** THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS AND/OR GUY ANCHORS. WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING, AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS.
- INTERIOR GROUND RING:** #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUNDED TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR.
- BOND TO INTERIOR GROUND RING:** #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING.
- GROUND ROD:** UL LISTED COPPER CLAD STEEL, MINIMUM 1/2" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.
- CELL REFERENCE GROUND BAR:** POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE. STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.
- HATCH PLATE GROUND BAR:** BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CROSS MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.
- EXTERIOR CABLE ENTRY POINT GROUND BARS:** LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING, BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE.
- ISCO GROUND BAR:** BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.
- FRAME BONDING:** THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENT'S METAL FRAMEWORK.
- INTERIOR UNIT BONDS:** METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITHIN THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING.
- FENCE AND GATE GROUNDING:** METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.
- EXTERIOR UNIT BONDS:** METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE EXTERIOR GROUND RING, USING #2 TINNED SOLID COPPER WIRE.
- ICE BRIDGE SUPPORTS:** EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.
- DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTFITS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR.**
- TOWER TOP COLLECTOR BUSS BAR IS TO BE MECHANICALLY BONDED TO PROPOSED ANTENNA MOUNT COLLAR.**

REFER TO DISH Wireless L.L.C. GROUNDING NOTES.

GROUNDING KEY NOTES

NO SCALE 3



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



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BELLEVUE, WA 98005

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DRAWN BY: CHECKED BY: APPROVED BY:

Q.L.	L.C.	M.D.
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RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
C	06/02/2022	ISSUED FOR REVIEW
D	07/14/2022	ISSUED FOR REVIEW
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7	08/16/2022	FINAL COPY
1	11/02/2022	REVISED PER U.I. COMMENTS
2	02/08/2023	REVISED PER COMMENTS

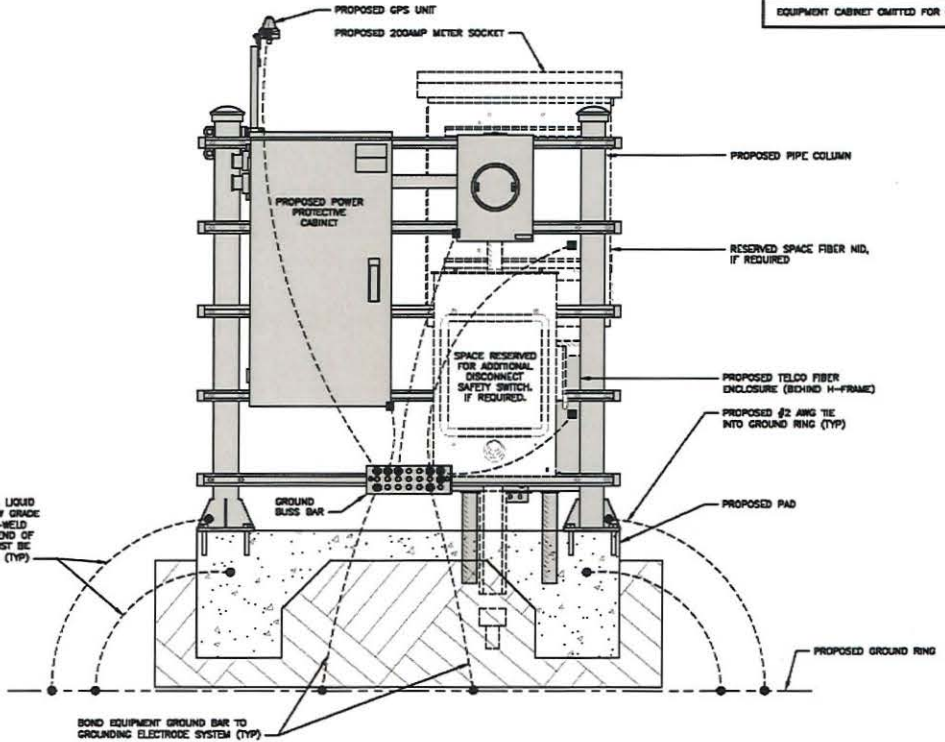
AKK PROJECT NUMBER
SEGE00145A
DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
GROUNDING PLANS
AND NOTES

SHEET NUMBER

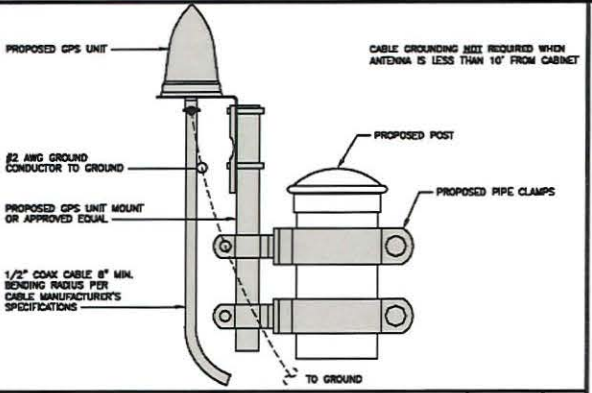
G-1

NOTES
EQUIPMENT CABINET OMITTED FOR CLARITY



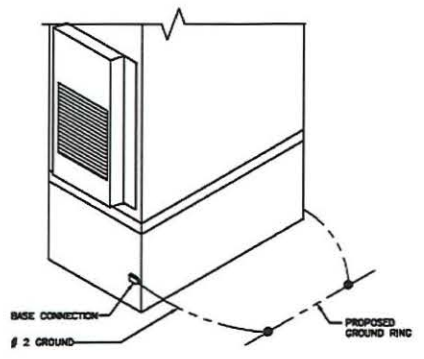
H-FRAME GROUNDING DETAIL

NO SCALE 1



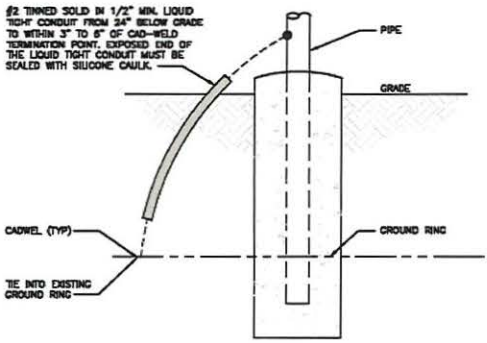
TYPICAL GPS UNIT GROUNDING

NO SCALE 2



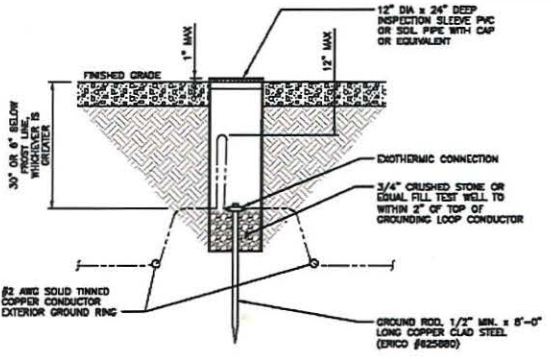
OUTDOOR CABINET GROUNDING

NO SCALE 3



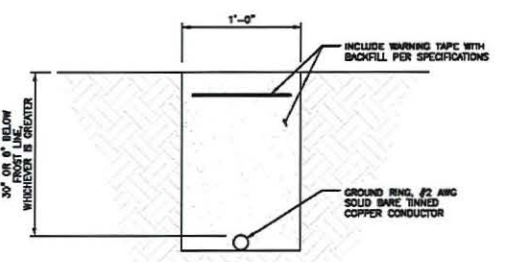
TRANSITIONING GROUND DETAIL

NO SCALE 4



TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE

NO SCALE 5



TYPICAL GROUND RING TRENCH

NO SCALE 6

dish wireless.
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LITTLETON, CO 80120

CORE ONE CONSULTING USA
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BELLEVUE, WA 98006

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RFDS REV #:		

CONSTRUCTION DOCUMENTS

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D	08/10/2022	FINAL CDS
1	11/02/2022	ISSUED PER I.L. COMMENTS
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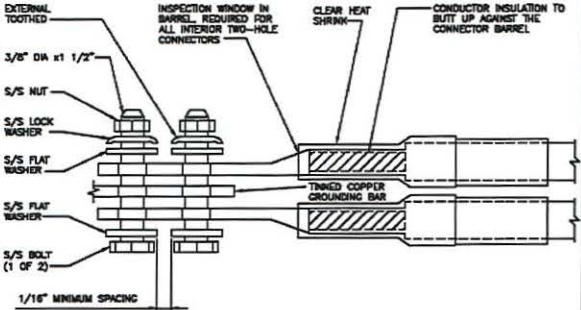
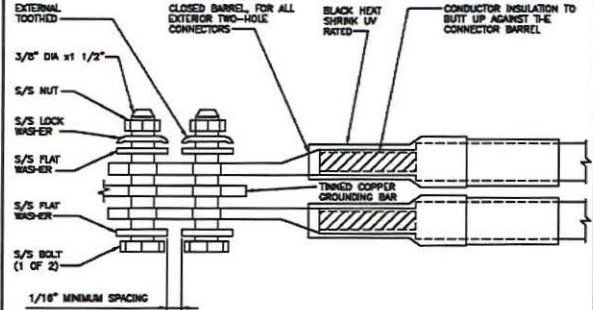
AAE PROJECT NUMBER
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-2

- EXOTHERMIC WELD (2) TWO #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
- ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
- FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
- DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
- NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
- ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.
- ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL. (NO SHIMERS).



TYPICAL GROUNDING NOTES

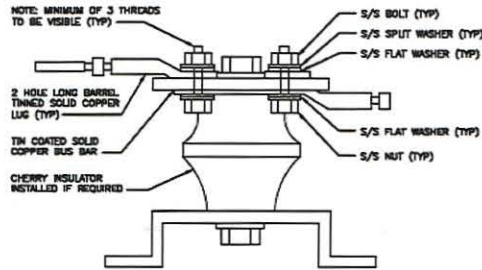
NO SCALE 1

TYPICAL EXTERIOR TWO HOLE LUG

NO SCALE 2

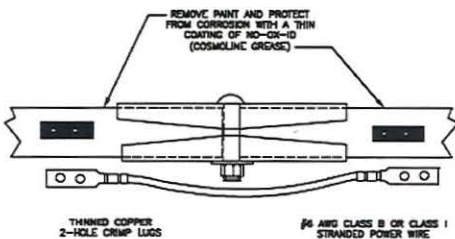
TYPICAL INTERIOR TWO HOLE LUG

NO SCALE 3



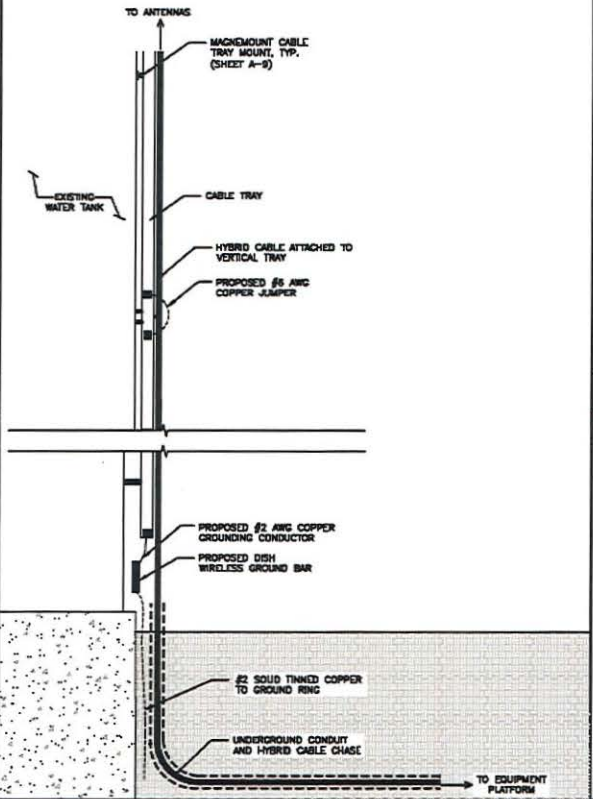
LUG DETAIL

NO SCALE 4



BONDING CABLE TRAY SECTIONS

NO SCALE 5



EXTERIOR CABLE TRAY GROUNDING

NO SCALE 8

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BELLEVUE, WA 98006

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CONSTRUCTION DOCUMENTS

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G	08/16/2022	FINAL GDS
H	11/03/2022	REVISED PER I.L. COMMENTS
I	03/08/2023	REVISED PER COMMENTS

AKE PROJECT NUMBER
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-3

NO SCALE 9

HYBRID/DISCREET CABLES		3/4" TAPE WIDTHS WITH 3/4" SPACING													
<p>LOW-BAND RRH (1000 MHz: N71 BAND) + (1850 MHz: N26 BAND) + (1700 MHz: N29 BAND) = OPTIONAL PER MARKET</p> <p>ADD FREQUENCY COLOR TO SECTOR BAND (CORES WILL USE YELLOW BAND)</p>	ALPHA RRH				BETA RRH				GAMMA RRH						
	PORT 1 + SLANT	PORT 2 - SLANT	PORT 3 + SLANT	PORT 4 - SLANT	PORT 1 + SLANT	PORT 2 - SLANT	PORT 3 + SLANT	PORT 4 - SLANT	PORT 1 + SLANT	PORT 2 - SLANT	PORT 3 + SLANT	PORT 4 - SLANT	WHITE PORT	WHITE PORT	
<p>MID-BAND RRH (SWS BANDS: N64-N70)</p> <p>ADD FREQUENCY COLOR TO SECTOR BAND (CORES WILL USE YELLOW BANDS)</p>	RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN	WHITE PORT	WHITE PORT	
	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	WHITE PORT	WHITE PORT	
HYBRID/DISCREET CABLES		EXAMPLE 1	EXAMPLE 2	EXAMPLE 3	CONVERTER COAX #1 (ALPHA)	CONVERTER COAX #2 (ALPHA)									
INCLUDE SECTOR BANDS (SWS) SUPPORTED ALONG WITH FREQUENCY BANDS.		RED	RED	RED	RED	RED									
EXAMPLE 1 = HYBRID, OR DISCREET, SUPPORTS ALL SECTORS, BOTH LOW-BANDS AND MID-BANDS.		RED	RED	RED	RED	RED									
EXAMPLE 2 = HYBRID, OR DISCREET, SUPPORTS CORES ONLY, ALL SECTORS.		RED	RED	RED	RED	RED									
EXAMPLE 3 = MAIN COAX WITH GROUND MOUNTED RRH.		ORANGE	YELLOW												
FIBER JUMPERS TO RRHs		LOW BAND RRH	MID BAND RRH	LOW BAND RRH	MID BAND RRH	LOW BAND RRH	MID BAND RRH								
LOW-BAND RRH FIBER CABLES HAVE SECTOR STRIPS ONLY.		RED	RED	BLUE	BLUE	GREEN	GREEN								
		ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE								
POWER CABLES TO RRHs		LOW BAND RRH	MID BAND RRH	LOW BAND RRH	MID BAND RRH	LOW BAND RRH	MID BAND RRH								
LOW-BAND RRH POWER CABLES HAVE SECTOR STRIPS ONLY.		RED	RED	BLUE	BLUE	GREEN	GREEN								
		ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE								
RET MOTORS AT ANTENNAS		ANTENNA 1 MID BAND	ANTENNA 1 LOW BAND	ANTENNA 1 MID BAND	ANTENNA 1 LOW BAND	ANTENNA 1 MID BAND	ANTENNA 1 LOW BAND								
RET CONTROL IS HANDLED BY THE MID-BAND RRH (WHEN ONE SET OF RET PORTS IDENT ON ANTENNA).		IN	IN	IN	IN	IN	IN								
SEPARATE RET CABLES ARE USED WHEN ANTENNA PORTS PROVIDE INPUTS FOR BOTH LOW AND MID BANDS.		RED	RED	BLUE	BLUE	GREEN	GREEN								
		PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE								
MICROWAVE RADIO LINKS		FORWARD AZIMUTH OF 0-120 DEGREES		FORWARD AZIMUTH OF 120-240 DEGREES		FORWARD AZIMUTH OF 240-360 DEGREES									
LINKS WILL HAVE A 1/2-2 INCH WHITE WRAP WITH THE AZIMUTH COLOR OVERLAPPING IN THE MIDDLE.		PRIMARY	SECONDARY	PRIMARY	SECONDARY	PRIMARY	SECONDARY								
ADD ADDITIONAL SECTOR COLOR BANDS FOR EACH ADDITIONAL MW RADIO.		WHITE	WHITE	WHITE	WHITE	WHITE	WHITE								
		RED	RED	BLUE	BLUE	GREEN	GREEN								
		WHITE	WHITE	WHITE	WHITE	WHITE	WHITE								
		RED	RED	BLUE	BLUE	GREEN	GREEN								
		WHITE	WHITE	WHITE	WHITE	WHITE	WHITE								
MICROWAVE CABLES WILL REQUIRE 0-TOUCH LABELS INSIDE THE CABINET TO IDENTIFY THE LOCAL AND REMOTE SITE ETC.															

RF CABLE COLOR CODES

1

NOT USED

4

LOW BANDS (N71-N26)
OPTIONAL - (N29)

ORANGE

CORE TECH
(3 GHz)

YELLOW

RRH
(N64-N70+H-BLOCK)

PURPLE

NEGATIVE SLANT PORT
ON ANT/RRH

WHITE

ALPHA SECTOR

BETA SECTOR

GAMMA SECTOR

RED

BLUE

GREEN

COLOR IDENTIFIER

2

NOT USED

3

NOT USED

4

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

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G.L. L.C. M.D.

RFDS REV #:

CONSTRUCTION
DOCUMENTS

SUBMITTALS

REV DATE DESCRIPTION

0 06/10/2021 ISSUED FOR REVIEW

1 07/14/2021 ISSUED FOR REVIEW

2 08/02/2021 ISSUED FOR REVIEW

3 08/16/2021 ISSUED FOR REVIEW

4 08/16/2021 FINAL QRS

5 11/02/2021 ISSUED FOR AL COMMENTS

6 02/08/2022 ISSUED FOR COMMENTS

AKE PROJECT NUMBER

SEGE00145A

DISH Wireless LLC

PROJECT INFORMATION

SEGE00145A

WATER TANK

2476 N SPOKANE STREET

POST FALLS, ID

SHEET TITLE

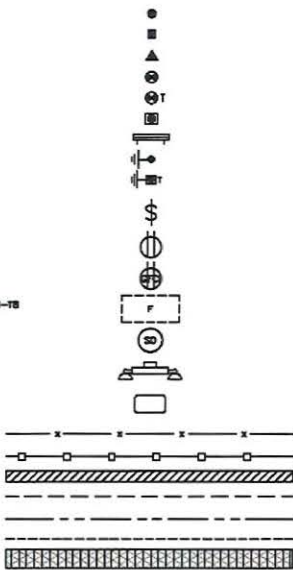
RF

CABLE COLOR CODES

SHEET NUMBER

RF-1

DIATHERMIC CONNECTION
 MECHANICAL CONNECTION
 BUSS BAR INSULATOR
 CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
 TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
 DIATHERMIC WITH INSPECTION SLEEVE
 GROUNDING BAR
 GROUND ROD
 TEST GROUND ROD WITH INSPECTION SLEEVE
 SINGLE POLE SWITCH
 DUPLEX RECEPTACLE
 DUPLEX GFCI RECEPTACLE
 FLUORESCENT LIGHTING FIXTURE (2) TWO LAMPS 48-18
 SMOKE DETECTION (DC)
 EMERGENCY LIGHTING (DC)
 SECURITY LIGHT W/PHOTOCELL LITHONIA ALLOY
 LED-1-25A400/51K-SR4-120-PC-0087X0
 CHAIN LINK FENCE
 WOOD/WROUGHT IRON FENCE
 WALL STRUCTURE
 LEASE AREA
 PROPERTY LINE (PL)
 SETBACKS
 ICE BRIDGE
 CABLE TRAY
 WATER LINE
 UNDERGROUND POWER
 UNDERGROUND TELCO
 OVERHEAD POWER
 OVERHEAD TELCO
 UNDERGROUND TELCO/POWER
 ABOVE GROUND POWER
 ABOVE GROUND TELCO
 ABOVE GROUND TELCO/POWER
 WORKPOINT
 SECTION REFERENCE
 DETAIL REFERENCE



LEGEND

AB ANCHOR BOLT
 ABV ABOVE
 AC ALTERNATING CURRENT
 ADDL ADDITIONAL
 AFF ABOVE FINISHED FLOOR
 AFG ABOVE FINISHED GRADE
 AGL ABOVE GROUND LEVEL
 AIC AMPERAGE INTERRUPTION CAPACITY
 ALUM ALUMINUM
 ALT ALTERNATE
 ANT ANTENNA
 APPROX APPROXIMATE
 ARCH ARCHITECTURAL
 ATS AUTOMATIC TRANSFER SWITCH
 AWG AMERICAN WIRE GAUGE
 BATT BATTERY
 BLDG BUILDING
 BLK BLOCK
 BLOC BLOCKING
 BM BEAM
 BTC BARE THINNED COPPER CONDUCTOR
 BOF BOTTOM OF FOOTING
 CAB CABINET
 CANT CANTILEVERED
 CHG CHARGING
 CLG CEILING
 CLR CLEAR
 COL COLUMN
 COMM COMMON
 CONC CONCRETE
 CONSTR CONSTRUCTION
 DBL DOUBLE
 DC DIRECT CURRENT
 DEPT DEPARTMENT
 DF DOUGLAS FIR
 DIA DIAMETER
 DIAG DIAGONAL
 DIM DIMENSION
 DRG DRAWING
 DWL DOWEL
 EA EACH
 EC ELECTRICAL CONDUCTOR
 EL ELEVATION
 ELEC ELECTRICAL
 EMT ELECTRICAL METALLIC TUBING
 ENG ENGINEER
 EQ EQUAL
 EXP EXPANSION
 EXT EXTERIOR
 EW EACH WAY
 FAB FABRICATION
 FF FINISH FLOOR
 FG FINISH GRADE
 FIF FACILITY INTERFACE FRAME
 FIN FINISH(ED)
 FLR FLOOR
 FDN FOUNDATION
 FOC FACE OF CONCRETE
 FOM FACE OF MASONRY
 FOS FACE OF STUD
 FOW FACE OF WALL
 FS FINISH SURFACE
 FOOT FOOT
 FOOTING FOOTING
 GA GAUGE
 GEN GENERATOR
 GFCI GROUND FAULT CIRCUIT INTERRUPTER
 GLB GLUE LAMINATED BEAM
 GLV GALVANIZED
 GPS GLOBAL POSITIONING SYSTEM
 GND GROUND
 GSM GLOBAL SYSTEM FOR MOBILE
 HDG HOT DIPPED GALVANIZED
 HDR HEADER
 HGR HANGER
 HVAC HEAT/VENTILATION/AIR CONDITIONING
 HT HEIGHT
 IGR INTERIOR GROUND RING
 IN INCH
 INT INTERIOR
 LB(S) POUND(S)
 LF LINEAR FEET
 LIE LONG TERM EVOLUTION
 MFG MASONRY
 MAX MAXIMUM
 MB MACHINE BOLT
 MECH MECHANICAL
 MFR MANUFACTURER
 MGB MASTER GROUND BAR
 MN MINIMUM
 MSC MISCELLANEOUS
 MET METAL
 MTS MANUAL TRANSFER SWITCH
 MW MICROWAVE
 NEC NATIONAL ELECTRIC CODE
 NM NEWTON METERS
 NO. NUMBER
 # NUMBER
 NTS NOT TO SCALE
 OC ON-CENTER
 OSHA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
 OPNG OPENING
 P/C PRECAST CONCRETE
 PCS PERSONAL COMMUNICATION SERVICES
 PCU PRIMARY CONTROL UNIT
 PRG PRIMARY RADIO CABINET
 PP POLARIZING PRESERVING
 PSF POUNDS PER SQUARE FOOT
 PSI POUNDS PER SQUARE INCH
 PT PRESSURE TREATED
 PWR POWER CABINET
 QTY QUANTITY
 RAD RADIUS
 RECT RECTIFIER
 REF REFERENCE
 REINF REINFORCEMENT
 REQ'D REQUIRED
 RET REMOTE ELECTRIC TLT
 RF RADIO FREQUENCY
 RMC RIGID METALLIC CONDUIT
 RRH REMOTE RADIO HEAD
 RRU REMOTE RADIO UNIT
 RRY RACEDRY
 SCH SCHEDULE
 SHT SHEET
 SIA SMART INTEGRATED ACCESS DEVICE
 SIM SIMILAR
 SPEC SPECIFICATION
 SQ SQUARE
 SS STAINLESS STEEL
 STD STANDARD
 STL STEEL
 TEMP TEMPORARY
 THK THICKNESS
 TMA TOWER MOUNTED AMPLIFIER
 TN TIE WALL
 TOA TOP OF ANTENNA
 TOC TOP OF CURB
 TOF TOP OF FOUNDATION
 TOP TOP OF PLATE (PARAPET)
 TOS TOP OF STEEL
 TOW TOP OF WALL
 TVSS TRANSIENT VOLTAGE SURGE SUPPRESSION
 TYP TYPICAL
 UC UNDERGROUND
 UL UNDERWRITERS LABORATORY
 UNO UNLESS NOTED OTHERWISE
 UMS UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
 UPS UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
 VF VERIFIED IN FIELD
 W WIDE
 W/ WITH
 WO WOOD
 WP WEATHERPROOF
 WT WEIGHT

ABBREVIATIONS



5701 SOUTH SANTA FE DRIVE
 LITTLETON, CO 80120



13555 SE 24TH ST, SUITE 100
 BELLEVUE, WA 98005

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DRAWN BY: CHECKED BY: APPROVED BY:

Q.L. L.C. M.D.

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
C	06/05/2022	ISSUED FOR REVIEW
D	07/14/2022	ISSUED FOR REVIEW
E	08/02/2022	ISSUED FOR REVIEW
F	08/02/2022	REVISED PER REQUEST
G	08/16/2022	FINAL CDS
T	11/02/2022	REVISED PER ILL COMMENTS
Z	02/08/2023	REVISED PER COMMENTS

AKA PROJECT NUMBER

SEGG00145A

DISH Wireless L.L.C.
 PROJECT INFORMATION
 SEGG00145A
 WATER TANK
 2476 N SPOKANE STREET
 POST FALLS, ID

SHEET TITLE
 LENGEND AND ABBREVIATIONS

SHEET NUMBER

GN-1

SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED -- NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH Wireless L.L.C. AND TOWER OWNER NOC & THE DISH Wireless L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" -- DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH Wireless L.L.C. AND DISH Wireless L.L.C. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH Wireless L.L.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH Wireless L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH Wireless L.L.C. AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH Wireless L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH Wireless L.L.C. AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR-GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER-DISH Wireless L.L.C.
TOWER OWNER-TOWER OWNER
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



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LITTLETON, CO 80120



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DRAWN BY: CHECKED BY: APPROVED BY:

Q.L. L.C. M.D.

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
C	06/03/2024	ISSUED FOR REVIEW
D	07/14/2024	ISSUED FOR REVIEW
E	08/06/2024	ISSUED FOR REVIEW
F	08/06/2024	REVISED PER RESUBMIT
G	08/14/2024	FINAL CDS
I	11/03/2024	REVISED PER LL COMMENTS
J	02/09/2025	REVISED PER COMMENTS

A&E PROJECT NUMBER

SEGE00145A

DISH Wireless L.L.C.

PROJECT INFORMATION

SEGE00145A

WATER TANK

2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-2

CONCRETE FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE, NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:

#4 BARS AND SMALLER 40 ksi

#5 BARS AND LARGER 60 ksi

6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

- CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
- CONCRETE EXPOSED TO EARTH OR WEATHER:
- #6 BARS AND LARGER 2"
- #5 BARS AND SMALLER 1-1/2"
- CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
- SLAB AND WALLS 3/4"
- BEAMS AND COLUMNS 1-1/2"

7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECIMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKOUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH Wireless L.L.C."
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

Q.L. L.C. M.D.

RFD5 REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
C	06/03/2021	ISSUED FOR REVIEW
D	07/14/2021	ISSUED FOR REVIEW
E	08/02/2021	ISSUED FOR REVIEW
F	08/09/2021	REVISED PER RESUBMIT
G	08/16/2021	FINAL CDS
H	11/02/2021	REVISED PER I.L. COMMENTS
I	01/06/2022	REVISED PER COMMENTS

A&E PROJECT NUMBER
SEGE00145A

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00145A
WATER TANK
2476 N SPOKANE STREET
POST FALLS, ID

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-3

Exhibit D

Memorandum of DISH Wireless Spokane Street Communication Site License Agreement

[See Attached]

**FILED AT THE REQUEST OF;
AFTER RECORDING, RETURN TO:**

DOCUMENT TITLE: MEMORANDUM OF DISH WIRELESS SPOKANE STREET COMMUNICATION SITE LICENSE AGREEMENT

LICENSOR: CITY OF POST FALLS

LICENSEE: DISH WIRELESS, L.L.C.

ABBREV. LEGAL DESCRIPTION: TAX #11934 EX PLTD PTN, EVERGREEN CEMETERY ALL ADDS & VETERANS MEMORIAL 2751N05W.

APN: P-0000-027-8170

MEMORANDUM OF DISH WIRELESS SPOKANE STREET COMMUNICATION SITE LICENSE AGREEMENT

This Memorandum of DISH Wireless Spokane Street Communication Site License Agreement dated this _____ of _____, 2023, by and between the **City of Post Falls**, an Idaho municipal corporation (“Licensor”) and **DISH Wireless L.L.C.**, a Colorado limited liability company, (“Licensee”) is a record of that certain DISH Wireless Spokane Street Communication Site License Agreement (“**Agreement**”) between Licensor and Licensee dated _____, 2023, which Agreement includes in part the following terms:

1. Licensed Premises. Licensor owns that certain real property more specifically described in Exhibit A attached hereto and incorporated herein by this reference. The Agreement pertains to certain portions of said property, more specifically described in the Agreement.
2. Term of Agreement and Renewals. The initial term of the Agreement is for five (5) years, commencing on the Effective Date (defined therein) and expiring at midnight on the fifth (5th) anniversary of the Effective Date which term is subject to Licensee’s rights to extend the term of the Agreement for four (4) successive periods of five (5) years each, as provided in the Agreement
3. The duplicate and original copies of the Agreement are held at the Licensor’s and Licensee’s addresses.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of DISH Wireless Spokane Street Communication Site License Agreement as of the day and year first above written and may be executed in duplicate counterparts, each of which shall be deemed original.

Licensor:

Licensee:

City of Post Falls, an Idaho municipal corporation

DISH Wireless L.L.C., a Colorado limited liability company

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

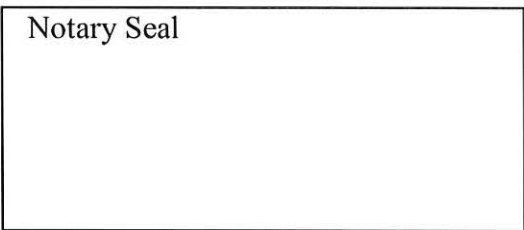
[Notary Acknowledgements Follow]

NOTARY BLOCK – CITY OF POST FALLS

STATE OF IDAHO)
)SS.
COUNTY OF KOOTENAI)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

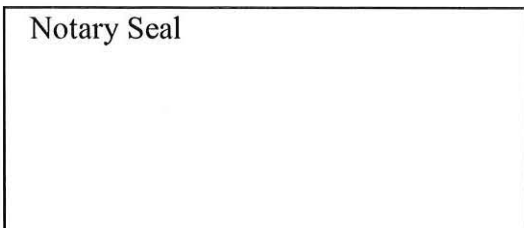
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Idaho
My appointment expires: _____

NOTARY BLOCK – DISH WIRELESS L.L.C.

STATE OF COLORADO)
)SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Colorado
My appointment expires: _____

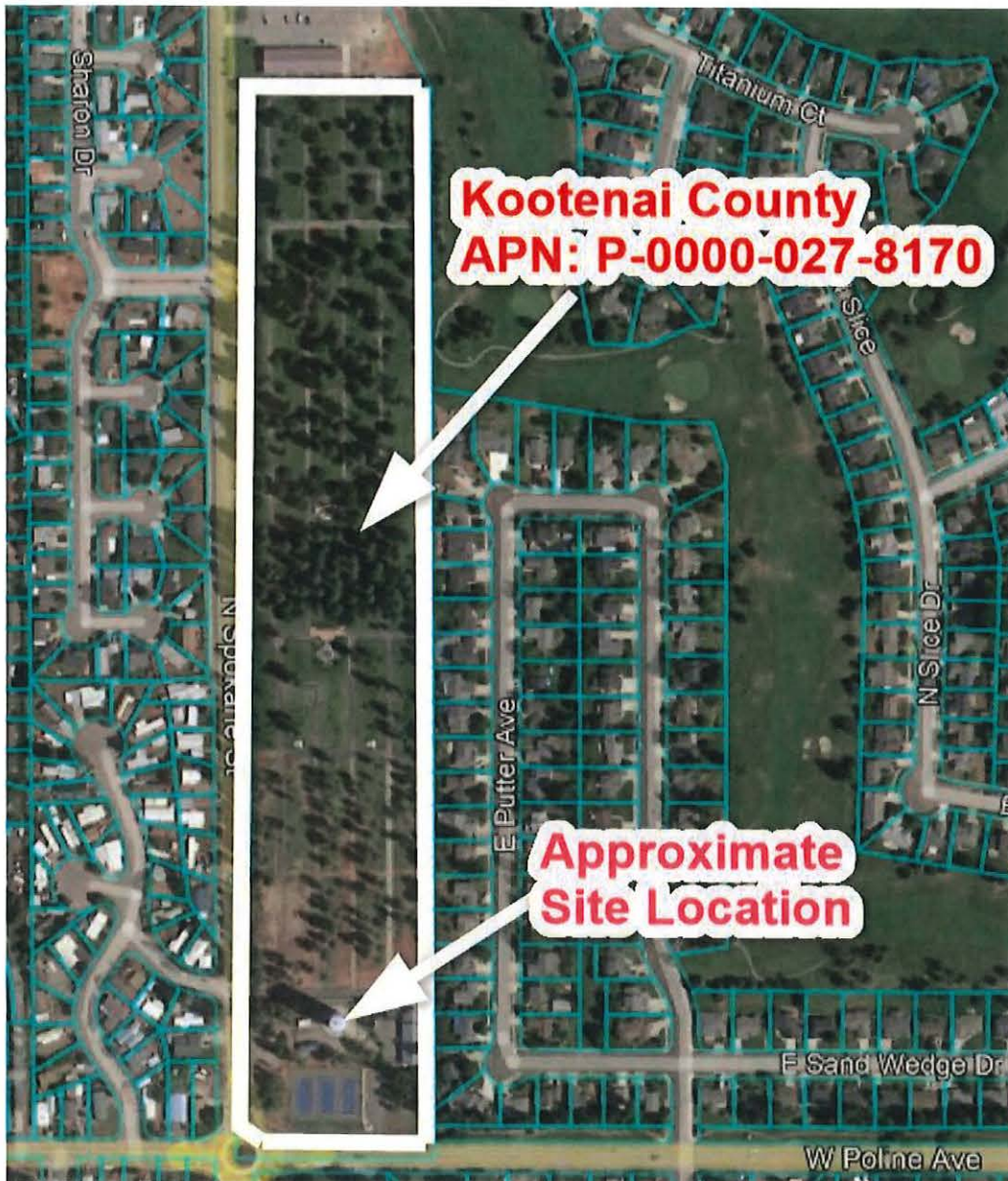
**Exhibit A
Property**

The Property is Kootenai County APN P-0000-027-8170 with a street address of 2476 N Spokane Street, Post Falls, ID 83854.

The abbreviated legal description of the Property is:

TAX #11934 EX PLTD PTN, EVERGREEN CEMETERY ALL ADDS & VETERANS MEMORIAL 2751N05W.

The Property is further depicted in the drawing below (not to scale):



ATTACHMENT A
Site Installation and Operating Practices
City of Post Falls, Idaho
Spokane Street Water Tower Site (“Site”)

This document and its contents are confidential and proprietary and are the property of the City of Post Falls (“Licensor”) and are provided as an attachment to the Agreement. In the event that this SIOP or any part thereof conflicts with the Agreement, the SIOP shall control. This document and its contents, in whole or in part, are not to be provided to any party without the advance written consent of Licensor.

Revision History

Date	Description of Change
11/5/2021	Initial Version

Licensor– Site Installation and Operating Procedures (“SIOP”)

1. Standard Practices.

1.1. Except as otherwise agreed to, in advance and in writing, this SIOP constitutes the minimum requirements for use of the Site.

2. Site Access

2.1. Licensee may access the Ground Premises, twenty-four (24) hours a day, seven (7) days a week. Licensee shall maintain the security of the Ground Premises by locking all gates upon completion of any work performed thereon.

2.2. Access to the Tower Premises by Licensee will require (i) two (2) business days’ advance written coordination, in writing, to the appropriate contact identified in Section 20 – Notice of the Agreement or via email, provided receipt is confirmed by an authorized representative of Licensor, and (ii) escort and supervision by Licensor’s authorized representative. Licensee shall reimburse Licensor for any the cost or expenses incurred by Licensor for any escort to the Tower Premises at a rate of two hundred dollars (\$200.00) per hour within fifteen (15) calendar days of receipt of Licensor’s invoice. In the event of an emergency, to be defined as an event that may cause harm to any person, or damage on the Property, Licensee shall contact Licensor at the emergency contact number listed in Section 20 – Notice of the Agreement, to coordinate access 24-hours per day, seven days per week.

2.3. Licensee shall maintain a log of all visitors to the Site. All visitors to the Site shall sign in to and out of the site log book detailing date of entry, by whom (and denoting employee or agent), purpose of visit (including work performed), time of entry and exit.

2.4. No unauthorized persons or animals shall be permitted upon the Site or Site at any time.

2.5. Any person performing work on Licensee's behalf upon the Site must be fully aware of and knowledgeable about the inherent dangers of Non-Ionizing Effects of Radiation ("NIER") exposure. Individuals who work on the tower structure must have received adequate NIER exposure training and fall safety training.

3. Housekeeping

- 3.1. All access gates or doors must be closed and locked upon entry and exit from the Site and Property. Doors may not be propped open or left unlocked.
- 3.2. All trash, dirt, debris and other materials brought onto any site must be removed when exiting the Site and Property.
- 3.3. Smoking, vaping, and/or recreational drug and alcohol use is not permitted within the Site or Property at any time.
- 3.4. Areas used to access the Site will not be obstructed or used for any purpose other than to access the Site.
- 3.5. Signs posted by Licensor shall not be disturbed.
- 3.6. No unused equipment, parts, or materials will be stored at Licensee's Premises, the Site or Property.
- 3.7. In the event a Licensee desires to install a temporary restroom, the location must: (i) be approved in advance and in writing by Licensor, (ii) be at least fifty feet (50') outside the fenced water tank compound, and (iii) must be secured to prevent use by unauthorized parties.
- 3.8. No pesticides or herbicides are to be used on any portion of the Property, including the Premises.
- 3.9. Emergency twenty-four (24) hour contact number(s) must be displayed on the outside of all equipment on the Site.
- 3.10. Any damage caused by Licensee to the Tower shall be reported immediately to Licensor.
- 3.11. Licensor may require, at Licensor's sole discretion, an escort for any employee, agent, representative, or contractor of Licensee. Licensee shall reimburse Licensor for such escort in the amount of One Hundred Dollars (\$100.00) per hour.

4. Installation of Equipment

- 4.1. No petroleum products may be stored and/or used on site.
- 4.2. The installation and/or use of any generator must be approved in writing in advance, and must use natural gas, propane, or other non-petroleum fuel sources.
- 4.3. All equipment shall be properly grounded. Grounding shall be performed by grounding the radio equipment manufacturers designated equipment ground and shall be tied to the radio facility equipment ground, preferably using flat copper strap or copper braid. Use of three-wire to two-wire adapters shall be prohibited.
- 4.4. All transmission lines shall be fastened to towers, cable trays and other site attachment points using manufactured hardware designed for the purpose. Licensee shall mark all

antenna(s) on the Tower by a marking fastened securely to its bracket on the Tower and all transmission lines shall be tagged at the conduit opening where it enters the shelter. Transmission lines and equipment not in use must be removed immediately.

- 4.5. All transmission lines shall be grounded before entry into the radio facility and shall pass through Licensor approved lightning protection equipment. Use of cable ties, tie-wraps and similar attachment hardware is generally discouraged but may be permitted on a case-by-case basis. Use of non-insulated metallic ties shall be strictly prohibited. Non-insulated transmission lines shall not be used. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.
- 4.6. Licensee shall use no materials in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower or its appurtenances.
- 4.7. All telephone circuits shall have lightning protection at the entry point into the facility.
- 4.8. All loose metallic objects shall be removed from the facility at the conclusion of any work performed on-site. Metallic trash shall be removed from the facility entirely.
- 4.9. For Licensor facilities with alarms, including the Tower Premises, prior notification of Licensor shall be required before the Site may be entered. Activation of a facility alarm shall result in the dispatch of police officers, the cost of which shall be borne by the Licensee activating the alarm without providing prior notice of entry.

**CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023**

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Parks Dept Request for Disposal of 2013 Kubota UTV

ITEM AND RECOMMENDED ACTION:

The Parks Department requests disposal of a Utility Vehicle. Vehicle number P442 is a 2013 Kubota UTV with VIN A5KB2FDBTDG012401. The UTV has a damaged frame from plowing snow and has been replaced with new equipment. It is expected to be sold at auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 10,600
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: P442 - 2013 Kubota UTV

VIN A5KB2FDBTDG012401 - This vehicle has a damaged frame from plowing snow and

has been replaced.

TAG# 4131 SERIAL # A5KB2FDBTDG012401 MODEL# UTV RTVX900

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
- DESTROYED / DISPOSED
- SOLD AT AUCTION SELLING PRICE _____
- SOLD SELLING PRICE _____
- TRADED IN CASH VALUE/TRADE IN _____
- OTHER: _____

- LOST
Please attach police report
- STOLEN
Please attach police report

REPLACED	YES	<input checked="" type="checkbox"/>	NO	_____
USEFUL LIFE OF ASSET INCREASED	YES	_____	NO	_____

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Parks Dept Request for Disposal of 2017 Bobcat

ITEM AND RECOMMENDED ACTION:

The Parks Department requests disposal of a Bobcat. Vehicle number P450 is a 2017 Bobcat Tool Cat with serial number B2LH11508. The equipment has damaged boom arms and has been replaced with new equipment. It is expected to be sold at auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: P450 - 2017 Bobcat

Tool Cat VIN B2LH11508 - This vehicle has damaged boom arms and has been replaced.

TAG# 4223 SERIAL # B2LH11508 MODEL# Tool Cat

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
 - DESTROYED / DISPOSED
 - SOLD AT AUCTION
 - SOLD
 - TRADED IN
 - OTHER: _____
- SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

- LOST
Please attach police report
- STOLEN
Please attach police report

REPLACED YES NO _____
USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Parks Dept Request for Disposal of 2017 Kubota UTV

ITEM AND RECOMMENDED ACTION:

The Parks Department requests disposal of a Utility Vehicle. Vehicle number P447 is a 2017 Kubota UTV with VIN A5KC2GDBJHG035276. The UTV has a damaged frame from snow plowing and has been replaced with new equipment. It is expected to be sold at auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 7,818
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: P447 - 2017 Kubota UTV

VIN A5KC2GDBJHG035276 - This vehicle has a damaged frame from plowing snow and

has been replaced.

TAG# 4212 SERIAL # A5KC2GDBJHG035276 MODEL# RTV-X1100C

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
 - DESTROYED / DISPOSED
 - SOLD AT AUCTION
 - SOLD
 - TRADED IN
 - OTHER: _____
- SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

- LOST
Please attach police report
- STOLEN
Please attach police report

REPLACED YES NO _____
USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Street Maint Dept Request for Disposal of 2012 Paver

ITEM AND RECOMMENDED ACTION:

The Streets Maintenance Department requests disposal of a Paving Machine. Vehicle number S513 is a 2012 Cat Weller P385 with serial number P385-1100. The Paver has reached the end of its useful life and has been replaced with a new paver. It is expected to be sold at auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Streets DEPT.# 431 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S513 - 2012 Cat Paver

VIN P385-1100 - This paving machine has reached the end of its useful life and
has been replaced with a new paver.

TAG# 4112 SERIAL # P385-1100 MODEL# Weller P385

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
 - DESTROYED / DISPOSED
 - SOLD AT AUCTION
 - SOLD
 - TRADED IN
 - OTHER: _____
- SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

- LOST
Please attach police report
- STOLEN
Please attach police report

REPLACED YES NO _____
USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Water Dept Request for Disposal of 1994 Crane Truck

ITEM AND RECOMMENDED ACTION:

The Water Department requests disposal of a Crane Truck. Vehicle number W105 is a 1994 GMC 3500 with a service body and crane with VIN 1GDKC34F6RJ519508. The truck has reached the end of its useful life and has been replaced with a new crane equipped truck. It is expected to be sold at auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Water DEPT.# 462 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 88,036
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: W105 - 1994 GMC 3500

VIN 1GDKC34F6RJ519508 - This vehicle has reached the end of its useful life and

has been replaced with a new vehicle.

TAG# 2713 SERIAL # 1GDKC34F6RJ519508 MODEL# 3500

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
- DESTROYED / DISPOSED
- SOLD AT AUCTION SELLING PRICE _____
- SOLD SELLING PRICE _____
- TRADED IN CASH VALUE/TRADE IN _____
- OTHER: _____

- LOST
Please attach police report
- STOLEN
Please attach police report

REPLACED	YES	<input checked="" type="checkbox"/>	NO	_____
USEFUL LIFE OF ASSET INCREASED	YES	_____	NO	_____

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Water Reclamation Facility Request for Disposal of Kubota UTV

ITEM AND RECOMMENDED ACTION:

The Water Reclamation Department requests disposal of a Utility Vehicle. Vehicle number T304 is a 2017 Kubota UTV with VIN A5KC2GDBCHG035506. The UTV has a damaged frame from plowing snow and has been replaced with a new UTV. It is expected to be sold at auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Water Reclamation DEPT.# 463 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 6,239
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: T304 - 2017 Kubota UTV

VIN A5KC2GDBCHG035506 - This vehicle has a damaged frame from plowing snow and
has been replaced.

TAG# 4119 SERIAL # A5KC2GDBCHG035506 MODEL# RTV-X1100C

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
 - DESTROYED / DISPOSED
 - SOLD AT AUCTION
 - SOLD
 - TRADED IN
 - OTHER: _____
- SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

- LOST
Please attach police report
- STOLEN
Please attach police report

REPLACED YES NO _____
USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE



ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bryan Myers
SUBJECT: Brightly Software Service Contract

ITEM AND RECOMMENDED ACTION:

The Parks and Recreation Department recommends approval of the Master Subscription Agreement and Order Form with Brightly Software, Inc.

DISCUSSION:

The Parks Division currently utilizes a computerized cloud based maintenance management software to facilitate recording work done to manage existing park and recreation facilities. The Parks and Recreation Department has researched alternative solutions to the existing software suite to improve data collection, improve access to reporting, improve knowledge of predicted future workloads. Following a week long trial of the software, the services developed by Brightly were found to fulfill the needs of the department.

The contract with Brightly Software, Inc. includes implementation with consulting, training in the software for staff and access to the computerized maintenance management system for a 61 month term. It also includes access to their Predictor Enterprise Model. This model will provide asset lifecycle models to support long range infrastructure investment planning.

The purchase is being made through a cooperative purchasing discount allowable through the city's purchasing policy. Fiscal impact of this contract is as follows: FY 24' \$56,720.34, FY 25' \$35,071.25, FY 26' \$36,123.38, FY27 \$37,201.08, \$38,323.30.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 2, 2023

APPROVED OR DIRECTION GIVEN:

Council Approved the Non-disclosure Agreement with Brightly to test the software.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$203,445.35

BUDGET CODE:

001-443.0000.80030



Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Bryan Myers
From: Field K. Herrington, Deputy City Attorney
Date: July 12, 2023
Re: July 18, 2023, Cooperative Purchasing – Brightly Software, Inc.

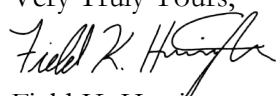
My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the state code requirements and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 6/23/2023, I received copies of the Brightly Software, Inc. contract documents from the Parks and Recreation Department utilizing Sourcewell. I have reviewed the submittal and researched the competitive solicitation process that Sourcewell used. Sourcewell published a request for proposals (“RFP”) on 7/16/2020 and opened the proposals on 9/3/2020, and awarded the contract to Brightly Software, Inc. (formerly Dude Solutions). The associated RFP, Proof of Publication, Comment & Review, and Contract documents have been attached for your review.

Based upon the contract amount being over \$100,000, a competitive solicitation process is required, and the requisition must be approved by the City Council and signed by the Mayor. My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is following the requirements of the Idaho Code and the city of Post Falls procurement standards.

Should you have any questions, please feel free to contact me.

Very Truly Yours,

Field K. Herrington
Deputy City Attorney

Enclosures



RFP #090320
REQUEST FOR PROPOSALS
for
Public Sector and Education Administration Software
Solutions with Related Services

Proposal Due Date: September 3, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	July 16, 2020
Pre-proposal Conference:	August 5, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	August 19, 2020 4:30 p.m., Central Time
Proposal Due Date:	September 3, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 3, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country’s listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Sector and Education Administration Software Solutions with Related Services, of the following types:
 - a. Enterprise resource planning (ERP) solutions;
 - b. Human resource information systems (HRIS);

- c. Financial management systems;
 - d. Enterprise content management (ECM) solutions;
 - e. Student information systems (SIS);
 - f. Facility management software (FMS);
 - g. Court, corrections, law enforcement, or justice system software solutions;
 - h. Municipal services, inspections, and permitting management solutions;
 - i. Equipment and accessories related to the offering of systems or solutions described in subsections 1.a. – 1.h. above, including hardware, peripherals, and accessories; and,
 - j. Services related to the offering of systems or solutions described in subsections 1.a. – 1.i. above, including hosting, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support.
2. The primary focus of this solicitation is on Public Sector and Education Administration Software Solutions with Related Services. This solicitation should NOT be construed to include:
- a. Fee payment-only solutions; or,
 - b. Implementation-only services.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. Fleet Management and Related Technology Solutions (RFP #022217)
 - b. Facility Security Equipment, Systems, and Services with Related Equipment and Supplies (RFP #031517)
 - c. Technology Catalog Solutions (RFP #081419)
 - d. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720)
 - e. Fee Management and Online Payment Portal Software Solutions (RFP #042020)

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$35 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the

“MY BIDS” section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer’s Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible

when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



7/17/2020

Addendum No. 1

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What type of software solutions is Sourcewell looking for as part of this RFP?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 7/17/2020, is required at the time of proposal submittal.



7/23/2020

Addendum No. 2

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell accept proposals responding to just one of the Section II. B. 1. requirement areas?

Answer 1:

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

Question 2:

Is Sourcewell looking for a single platform that can manage and administer all the software types sought within the RFP?

Answer 2:

Refer to Answer 1 above.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 7/23/2020, is required at the time of proposal submittal.



7/30/2020

Addendum No. 3

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a vendor propose software solutions that are not specifically identified in the Requested Equipment, Products, and Services Section of the RFP?

Answer 1:

Each proposer, in its discretion, will propose the products and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

If an awarded Vendor sells to a Participating Entity at a price that is lower than Vendor's Sourcewell contract price, must the Vendor retroactively lower the cost for all other Participating Entities?

Answer 2:

Refer to RFP Section III. A., related to pricing requirements, for directions applicable to contract pricing alternatives. An awarded Vendor may sell to a Participating Entity at a price lower than the contract price, but may not exceed the contract ceiling price. For additional guidance on the process for pricing changes during the contract term refer to Section 4. – Product and Pricing Change Requests in the Sourcewell template contract available on the Sourcewell Procurement Portal.

Question 3:

Is Sourcewell willing to sign a non-disclosure agreement before the Proposer provides the requested financial information?

Answer 3:

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement for a Proposer.

Question 4:

Will a price form be provided by Sourcewell?

Answer 4:

No, a price form will not be provided. Proposers will use their own discretion to propose the pricing in a format that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Line 21 requests "Supply reference information from three customers who are eligible to be Sourcewell participating entities." Please clarify.

Answer 5:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from "three customers who are eligible to be Sourcewell participating entities."

Question 6:

Are discounts required when submitting the cost proposal?

Answer 6:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 7/30/2020, is required at the time of proposal submittal.



8/6/2020

Addendum No. 4

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a platform is designed and built to satisfy US requirements, but may not be compliant with Canadian standards, will that fact negatively impact our evaluation?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. The Proposal will then be evaluated based on the criteria stated in the RFP.

Question 2:

As a private company, we are unable to disclose confidential financial information to the public. In lieu of providing financial statements, would Sourcewell accept an auditor's letter attesting to the financial stability of our company?

Answer 2:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability/success to Sourcewell. Examples of potential supporting material are identified in the text of the question on financial strength and stability in Table 2, "Company Information and Financial Strength," in Step 1 of the proposal preparation process.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 8/6/2020, is required at the time of proposal submittal.



8/10/2020

Addendum No. 5

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How many government agencies are participating entities of Sourcewell?

Answer 1:

The number of Sourcewell participating entities is not static. Sourcewell maintains a link to a participating entity list on the "Sourcewell for Vendors" page of the Sourcewell website, with a separate worksheet for both the US and Canada [<https://www.sourcewell-mn.gov/sourcewell-forvendors>]. The list is updated weekly.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 8/10/2020, is required at the time of proposal submittal.



8/17/2020

Addendum No. 6

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a proposer include subcontractors or partners to enhance service offerings or solutions?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Can a proposer submit as both contractor and subcontractor for this RFP?

Answer 2:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

Question 3:

Will consideration be given to include K-12 nutritional software analysis and menu planning platforms?

Answer 3:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 4:

If a vendor proposes multiple products will Sourcewell accept all or none or is there a possibility of selecting certain products offered?

Answer 4:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Refer to RFP Section VI. B. Awards "Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP..." The proposal must be complete. A conditional or incomplete proposal will be rejected. Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 8/17/2020, is required at the time of proposal submittal.



8/20/2020

Addendum No. 7

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you provide a breakdown of the anticipated annual contract volume? What percentage is from Minnesota, Canada, or other? How much is from education, municipal and courts?

Answer 1:

The estimated value of all resultant contracts provided in Section II. E. of the RFP is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by vertical.

Question 2:

Please clarify that if we are selected as a Sourcewell awarded supplier, and a participating entity decides to use a formal RFP, not leveraging the Sourcewell contract, do we still have to pay fees to Sourcewell?

Answer 2:

No, administrative fees are applicable and payable only on sales resulting from a contract awarded under this RFP.

Question 3:

Please clarify that if we are already doing business with a Sourcewell participating entity, do we have to pay fees for future sales that do not leverage the Sourcewell contract or are fees only applicable on sales that leverage the contract?

Answer 3:

Administrative fees are applicable and payable only on sales resulting from a contract awarded under this RFP.

Question 4:

If a Sourcewell participating entity leverages the contract, and a sale occurs, are fees only applicable on the initial top-line revenue or also on the recurring revenue (i.e. annual maintenance and support of software licensing)?

Answer 4:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 5:

Please clarify that solutions, such as customer information and billing solutions for cooperative and municipal utilities, will be considered as part of this RFP.

Answer 5:

Each proposer, in its discretion, will propose the products and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in Section II. of the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

Question 6:

Is the RFP going to be awarded to a single provider or multiple proposers?

Answer 6:

Refer to RFP Section VI. A. – Evaluation. It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its participating entities. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell participating entities. The factors used by Sourcewell in the award determination are set forth in the RFP.

Question 7:

Will Sourcewell recommend the awardee to their participating entities?

Answer 7:

Awarded suppliers will work with their Supplier Development Administrator to best market the contract post-award.

Question 8:

Will we be able to present our services to encourage proper categorization?

Answer 8:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Sourcewell does not intend to allow proposer presentations at this time.

Question 9:

Would you be open to suppliers outside the United States?

Answer 9:

Sourcewell cooperative contracts are intended for use by participating entities across the United States and Canada. Sourcewell does not restrict the ability of interested proposers outside of the United States to submit a proposal in response to this RFP. However, any proposer identified for a potential award must be able to comply with Section 21 - Compliance, of the contract template provided with this RFP.

Question 10:

Does Sourcewell have a desired launch date, preference towards either open-source or a proprietary web platform? What is the size of your website, how many URLs and documents? Do you require on-site or cloud-based hosting services?

Answer 10:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 8/20/2020, is required at the time of proposal submittal.

Pending biddingo Approval

Type 1 Bid Notice Only

[Publish](#)

Publish /Verify Contents

Save as Template ▼

Solicitation Setting ▲



- Invite Bidders No
- Evaluate Response online No
- Internal Approval No
- Enable Collaboration with other Users No

Solicitation Details ▲

Mandatory Information

Solicitation Type	RFP	Solicitation Number	090320
Solicitation Name	Public Sector and Education Administration Software Solutions with Related Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	090320 Public Sector Admin Software
--------------------------------	-------------------------------------

Advertisement ▲

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$140,000,000.00
Publish Date	07/16/2020	Closing Date & Time	09/03/2020 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Computers**
- Computer Software** Computer Software (Licenses, Connexus software, Microsoft software, Phoenics 3.4 etc.), data logger, security software (i.e. anti-virus/spyware) library information system, records management, interactive response system etc



Solicitation Overview

Solicitation Overview

Home (/dashboard) > List of Bidding (/bidding/list) > Solicitation Details

Publish



Public Sector and Education Administration Software Solutions with Related Services

090320

Closing Date: 09/03/2020 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address

carol.jackson@sourcewell-mn.gov

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

**Public Sector and Education Administration Software Solutions with Related Services
Sourcewell; Bid Location Staples, MN, Todd County; Due 09/03/2020 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

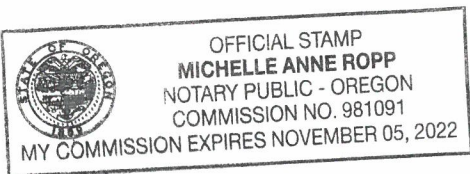
7/17/2020

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **20th** DAY OF **July**, 2020

Nick Bjork

Notary Public-State of Oregon



**SOURCEWELL
PUBLIC SECTOR AND EDUCATION
ADMINISTRATION SOFTWARE
SOLUTIONS WITH RELATED
SERVICES**
Proposals Due 4:30 pm,
September 3, 2020
REQUEST FOR PROPOSALS
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Jul. 17, 2020. 11901222

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11901222
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD) \$140,000,000.00 (Not shown to suppliers)
Reference Number 0000179831
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 090320
Title Public Sector and Education Administration Software Solutions with Related Serv
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2020/11/02 01:00:00 AM EST - 2024/11/01 01:00:00 AM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2020/07/16 07:47:22 AM EDT
Question Acceptance Deadline 2020/08/19 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2020/09/03 05:30:00 PM EDT

Prebid Conference 2020/08/05 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2020/08/05 11:00:00 AM EDT
Location Online Webex Conference
Event Note Pre-Proposal login information will be emailed 2 business days prior.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Categories (2)	
G	Goods Goods
N70	General Purpose Automatic Data Processing Equipment (Including Firmware), Software, Supplies And Support Equipment General Purpose Automatic Data Processing Equipment (Including Firmware), Software, Supplies And Support Equipment
N7030175	COMPUTER SOFTWARE, BUSINESS ADMINISTRATION/MANAGEMENT, PLANNING, MARKET TRADE AND SALES ANALYSIS, ECONOMICS - OTHER THAN MICROCOMPUTERS COMPUTER SOFTWARE, BUSINESS ADMINISTRATION/MANAGEMENT, PLANNING, MARKET TRADE AND SALES ANALYSIS, ECONOMICS - OTHER THAN MICROCOMPUTERS
N7030AG	COMPUTER SOFTWARE, OFFICE AUTOMATION, DOCUMENT MANAGEMENT, MAIL, NETWORKS, PUBLISHING, SPREADSHEETS, TYPESETTING, WORD PROCESSING - MICROCOMPUTERS ONLY COMPUTER SOFTWARE, OFFICE AUTOMATION, DOCUMENT MANAGEMENT, MAIL, NETWORKS, PUBLISHING, SPREADSHEETS, TYPESETTING, WORD PROCESSING - MICROCOMPUTERS ONLY
MERX Category (1)	
G	Goods Goods
G22	Miscellaneous Goods Miscellaneous Goods
UNSPSC Categories (2)	
43000000	Information Technology Broadcasting and Telecommunications
43230000	Software
43231500	Business function specific software
43231600	Finance accounting and enterprise resource planning ERP software



The New York State Contract Reporter

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This document printed
Wednesday, 07/15/2020

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Public Sector and Education Administration Software Solutions with Related Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 090320

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 07/16/2020

Due Date/Time: 09/03/2020 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Information Technology - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Kim Austin
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4161
kim.austin@sourcewell-mn.gov

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Bid RFP #090320 - Public Sector and Education Administration Software Solutions with Related Services [\[Switch to Vendor View\]](#)

<p>Bid Type RFP</p> <p>Bid Number 090320</p> <p>Title Public Sector and Education Administration Software Solutions with Related Services</p> <p>Start Date Jul 16, 2020 6:52:31 AM CDT</p> <p>End Date Sep 3, 2020 4:30:00 PM CDT</p> <p>Agency Sourcewell</p> <p>Bid Contact Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p>Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p>Questions 0 Questions 0 Unanswered [View/Ask Questions]</p> <p>Edit Bid [Create Addendum]</p>
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Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date Aug 5, 2020 10:00:00 AM CDT

Location Online Webex Conference

Notes Login information will be emailed two business days prior.

Documents

No Documents for this bid





Opportunity Notice Public Sector and Education Administration Software Solut

Category: Goods

Potential vendors (bidders) may view the bid package here.

Opportunity Information

Organization:	Rural Municipalities of Alberta (RMA)
Organization Address:	
Reference Number:	AB-2020-04454
Solicitation Number:	AB-2020-04454
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	07/16/2020 10:00:00 AM Alberta Time
Closing (MM/dd/yyyy):	09/03/2020 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy):	07/15/2020 05:12:31 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:

N7025230: DATA COMMUNICATIONS EQUIPMENT - ADAPTORS, INTERFACES, ETC.
 N7030161: COMPUTER SOFTWARE, ARTIFICIAL INTELLIGENCE, EXPERT SYSTEMS - OTHER THAN MICROCOMPUTERS
 N7030250: COMPUTER SOFTWARE FOR TECHNOLOGY ASSISTED TRAINING
 N7030525: COMPUTER SOFTWARE, OFFICE AUTOMATION, DOCUMENT MANAGEMENT, MAIL, NETWORKS, PUBLISHING, SPREADSHEETS, TYPESETTING, WORD PROCESSING - OTHER THAN MICROCOMPUTERS
 N7025405: LOCAL AREA NETWORKS, SYSTEMS AND COMPONENTS
 N7030405: COMPUTER SOFTWARE, LEGAL - OTHER THAN MICROCOMPUTERS
 N7030ACB: Computer Software, Data Base Management, Information Retrieval - Microcomputers Only
 N7030535: COMPUTER SOFTWARE, HUMAN RESOURCES MANAGEMENT, PERSONNEL, ETC. - OTHER THAN MICROCOMPUTERS
 L099H: Financial Related Risk Management Services
 N7030175: COMPUTER SOFTWARE, BUSINESS ADMINISTRATION/MANAGEMENT, PLANNING, MARKET TRADE AND SALES ANALYSIS, ECONOMICS - OTHER THAN MICROCOMPUTERS
 N7030205: COMPUTER SOFTWARE, DATA COMMUNICATIONS, INCLUDING MODEM/LINE CONTROL, PROTOCOL, CONVERSION, TERMINAL EMULATION, VOICE AND OR DATA NETWORK MANAGEMENT, ETC.- OTHER THAN MICROCOMPUTERS
 L099B: Financial Management
 R113A: Data Collection Services
 N7030645: COMPUTER SOFTWARE, SECURITY, PRIVACY, ENCRYPTION, AUDIT CONTROLS/AIDS - OTHER THAN MICROCOMPUTERS
 N7030310: COMPUTER SOFTWARE, ENGINEERING, SCIENTIFIC, MATHEMATICAL, STATISTICAL, MODELING, SIMULATION, EMULATION, ENERGY - OTHER THAN MICROCOMPUTERS
 R199I: Human Resources Support Services (HRSS): Organization and

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Classification, Staffing and Compensation
N7030AGA: COMPUTER SOFTWARE, HUMAN RESOURCES MANAGEMENT,
PERSONNEL, ETC.- MICROCOMPUTERS ONLY
N7030AC: COMPUTER SOFTWARE, BUILDING CONSTRUCTION,
FACILITY/PROPERTY MANAGEMENT - MICROCOMPUTERS ONLY

Response Submission:

Only Proposals submitted through the Sourcwell Procurement Portal will be considered.

<https://proportal.sourcwell-mn.gov>

Proposals are due no later that September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
Procurement Manager
2510 Sparrow Drive
Nisku, Alberta T9E 8N5
Tel: (218)895-4168
Fax: 1-877-758-1364
Email: rfp@sourcwell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://proportal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcwell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcwell. Only complete proposals that are timely submitted through the Sourcwell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcwell Procurement Portal web clock.

In the event of problems with the Sourcwell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcwell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Rural Municipalities of Alberta ("RMA"), is posting the solicitation on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, RMA/Sourcewell is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Find more bids
(https://www.bidsandtenders.net) Create Account (/Module/Tenders/en/Vendor/Create
/42b90b89-9f67-483a-96e3-9b0490d01d40) Login (/Module/Tenders/en/Login/Index
/42b90b89-9f67-483a-96e3-9b0490d01d40)

View Details

Click (https://www.bidsandtenders.ca)here (https://proportal.sourcewell-mn.gov/) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 090320
Bid Name:	Public Sector and Education Administration Software Solutions with Related Services
Bid Status:	Open
Bid Closing Date:	Thu Sep 3, 2020 4:30:00 PM (CDT)
Question Deadline:	Wed Aug 19, 2020 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Four years, with possible extension as stated in the bid documents
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No

Description:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal

government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Bid Document Access:

Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories:

Show Categories [+]



Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description
Pre-Proposal Web Conference	Login instructions will be provided to registered participants by email two business days prior to the web conference.

Documents

File Name

RFP_090320_Public_Sector_Admin_Software

Wednesday July 1, 2020 08:49 AM

RFP_090320_Public_Sector_Admin_Software_Contract_Template

Wednesday July 1, 2020 08:49 AM

Addenda

File Name

Addendum_1_Public_Sector_Admin_Software_RFP_090320

Friday July 17, 2020 09:18 AM

Addendum_2_Public_Sector_Admin_Software_RFP_090320

Thursday July 23, 2020 12:34 PM

Addendum_3_Public_Sector_Admin_Software_RFP_090320

Thursday July 30, 2020 03:38 PM

Addendum_4_Public_Sector_Admin_Software_RFP_090320

Thursday August 6, 2020 10:34 AM

Addendum_5_Public_Sector_Admin_Software_RFP_090320

Monday August 10, 2020 02:35 PM

Addendum_6_Public_Sector_Admin_Software_RFP_090320

Monday August 17, 2020 07:56 AM

[View](#)[Edit](#)[Delete](#)[Revisions](#)

OPEN

Public Sector and Education Administration Software Solutions with Related Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:

August 5, 2020 at 10:00 am CDT

Proposals Due:

September 3, 2020 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

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AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004698266	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
4698266

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

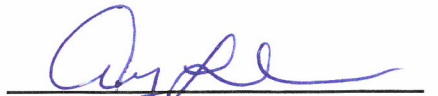
Published On:

July 16, 2020



Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 23rd day of July in the year of 2020



Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

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PODCAST: 'CHANGING THE GAME'

NFL's first female coach sees others follow

Nancy Armour
USA TODAY

Jen Welter didn't set out to be the first woman to coach in the NFL. Once she was, she was determined she wouldn't be the last.

It's been five years since Bruce Ariens hired Welter to be part of his training camp coaching staff with the Cardinals. While Welter hasn't coached in the NFL since, others have. There are now more than a half-dozen women who are full-time assistants in the league, and Katie Sowers was on Kyle Shanahan's Super Bowl staff with the 49ers last year.

All of it can be traced back to Welter, who talked about the progress on the latest episode of the "Changing the Game" podcast.

"It's the four-minute mile run phenomenon," Welter said. "It's impossible, unheard of. Can't work, will never happen. Until it does. That's what we did. And then the league has done a great job of creating situations with intentionality to move the needle forward from that moment."

Welter never had intentions of playing football with men, let alone coaching men's teams.

"I would be like, 'Dude, I'm not crazy, OK? I am 5-foot-2, 132 pounds. I'm not doing that. I don't want to get killed,'" she recalled. "Until it happens."

After playing on women's profes-



Jen Welter joins our 'Changing the Game' podcast to discuss her time as an NFL coach. MICHAEL CHOW/THE ARIZONA REPUBLIC

sional and semiprofessional teams for more than a decade – she was part of the U.S. team that won the title at the world championships in 2010 and 2013 – she was offered a spot with the Texas Revolution, a men's indoor team, in 2014. A defensive player her entire career, she played running back, a first in a men's professional league.

The following year, she joined the Revolution's coaching staff. When Welter heard Ariens say a woman could coach in the NFL so long as she could

show she'd make players better, she wrangled an introduction.

Ariens is committed to diversity and inclusion – his offensive and defensive coordinators with Tampa Bay are Black, and there are two women on his current staff – but he wasn't trying to make a point. And Welter wouldn't have been interested if he had.

The stakes were too high.

"People look at it now and they say, 'Well, of course Bruce should have done that. That just makes sense.' And I push

back and I'm like, 'Really? You say that. But what if something had gone wrong?'" Welter said. "Then the conversation would have been, 'Bruce Ariens. Do you remember the time he lost his mind and hired that girl?'"

But Welter was well-received by the players and her fellow coaches. Better yet, she was respected by the players and her fellow coaches. That made it less of a gamble for other coaches to hire female assistants.

Some were coaching interns like Welter. Soon enough, some were full-time assistants like Sowers. When new Browns coach Kevin Stefanski was looking for a chief of staff, the job he had when he broke into the NFL, he hired Callie Brownson, who'd done stints with the Bills, Dartmouth and the Jets.

Last year, Welter was an assistant with the Atlanta Legends of the now-defunct Alliance of American Football. Her focus now is on Grrridiron Girls, flag football camps that feature former NFL players. The camps introduce young girls to the game but also provide networking opportunities for women who want to be coaches.

She might not ever coach in a Super Bowl. Or be a head coach in the NFL. But other women will, and Welter will have made it possible.

You can find more on our new podcast at changingthegame.usatoday.com or on Spotify and Apple Podcasts.

Questions, few answers for new Washington name

Tom Schad
USA TODAY

Washington's NFL team announced Monday it will soon part ways with its name and logo after 87 years, in the wake of continued pressure from sponsors, fans and activists. So, what's next?

The team has offered few clues about potential replacement names and logos. Coach Ron Rivera previously told The Washington Post he would love to have the matter settled by the start of training camp at the end of the month.

While we wait, here's a look at possibilities that have been bandied about – and some of the key considerations as the team nears a decision.

What are the top contenders?

There has been no shortage of fan suggestions, obviously – many of them made in jest. (The Washington Lobbyists, Washington Beltway Drivers, etc.) But in terms of serious contenders, it appears a few have floated to the top.

Much of the most recent discussion among fans and prognosticators has re-

olved around nicknames that begin with "Red," such as "Red Wolves" or "Red Tails." This would allow the team to continue to use its "HTTR" slogan for marketing purposes; the acronym has previously been short for "Hail To The Redskins." The "Red Tails" name would also be something of an homage to the Tuskegee Airmen, which would be in line with Rivera's stated desire to honor members of the military with the new name.

Washington owner Daniel Snyder has also previously shown a preference for "Warriors." He purchased an expansion franchise in the Arena Football League that was supposed to begin play in 2003 but never did. He had planned to call that team the Washington Warriors.

What do players and alumni think?

Defensive lineman Jonathan Allen, former linebacker Will Compton and former cornerback Fred Smoot are among those who support "Red Wolves." Smoot, who frequently contributes to radio shows in the D.C. area,

has been particularly vocal.

"It is an endangered species. It allows us to keep the 'HTTR,'" Smoot told NBC Sports Washington late last week. "It allows us to keep the burgundy and gold. It allows us to have some crazy uniforms. Like I said before, I can see 80,000 people in FedExField howling like wolves after Chase Young gets a sack to win a game."

Quarterback Dwayne Haskins, meanwhile, expressed a preference for "Red Tails" early in the process. And ex-player Doc Walker, who co-hosts a radio show for The Team 980, has suggested "Warriors" and the team revert to its 1960s logo of an arrow.

Which name do oddsmakers favor?

As of Tuesday, it was "Red Tails." Online sports book Bovada LV listed "Red Tails" or "Red Clouds" at 2-1 odds, followed by "Warriors," then "Hogs," or any variety thereof. A second sports book, BetOnline.ag, has "Red Tails" at 3-1 odds, just ahead of "Generals" and "Warriors," each at 4-1. Interestingly, "Red Wolves" is not listed by Bovada

LV, while garnering 6-1 odds at BetOnline.ag. But Danny Sheridan has Red Wolves a 2-1 favorite.

What's the concern with Warriors?

Given Snyder's previous dabbling with the name, "Warriors" might seem like an easy solution, as Walker put it. But there's concern that the name would maintain the link between the team and Native American imagery – especially if, for example, the new logo was the arrow with feathers that Washington previously used as branding in the 1960s.

"If that's their idea, have they learned nothing?" said Amanda Blackhorse, who previously fought to cancel the Washington team's federal trademark registrations.

ESPN reported last week that Washington is planning to have no Native American imagery in connection with its new name. But even if that is the case, critics say, the "Warriors" nickname has historic ties to Native American tropes that could keep that connection alive.

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NOTICES

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PUBLIC NOTICE

Public Notice

WellCare is committed to protecting the security and confidentiality of our members' information. An incident occurred on May 18, 2020, when a drug recall letter was sent containing incorrect member information. The information potentially compromised included member name and medication name. WellCare has no reason to believe any member information was used improperly. Additionally, we have put safeguards in place to help prevent a similar incident from recurring in the future and are providing one year of free credit monitoring for affected members.

Member Services is available to answer any questions Monday through Friday from 8 a.m. to 6 p.m. EST. If you are a Medicare Advantage member, call 1-833-444-9089. If you are a Prescription Drug Plan member, call 1-888-550-5252. For more information on steps you can take to protect your information, you can contact the Federal Trade Commission at ftc.gov or 1-877-438-4338.

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STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

7/20/2020

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001294504 /

PUBLICATION SCHEDULE

START 07/16/2020 END 07/16/2020

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement (Admin Software)

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency

SIZE

36 LINES 1 COLUMN(S)

TIMES

3

TOTAL COST

83.12

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1294504 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education FOR SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

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DATE 7/20/2020

SIGNATURE _____

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 20TH DAY OF JULY IN THE YEAR 2020

BY LORAIN GUDMUNDSON.



NOTARY PUBLIC SIGNATURE

RECEIVED 7/20/2020



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #090320
Entitled

**Public Sector and Education Administration Software
Solutions with Related Services**

The following advertisement was placed July 16, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and July 17, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

5 POINT SOLUTIONS, LLC	Kastech Solutions, LLC
Accela, Inc.	Konica Minolta Business Solutions Canada - Saskatchewan Branch
Accenture	Konica Minolta Business Solutions U.S.A., Inc.
Alchemy Technology Group	KPMG, LLP
ALPHA Facilities Solutions, LLC	MCCi, LLC
Alpha Technologies	Merit International, Inc.
Amazon Web Services, Inc.	Mesa Cloud
AUGARTEN, LTD.	Metaflow, Inc.
Avaap Canada, LLC	Minokaw Technologies, VAR Services, LLC.
Avaap USA, LLC	MSF&W
BDO Canada, LLP	MuniSight
Bio::Neos, Inc.	N Harris Computer Corporation

BS&A Software	Navigate360, LLC
Building Systems Design, Inc.	NetFore Systems
Cartegraph	Novo Solutions, Inc.
Catalyst Consulting Group, Inc.	NutriStudents K-12
CCI Worldwide	Off Duty Management
CDW Government, LLC	Online School Management Systems
CherryRoad Technologies, Inc.	OPEN DIGITAL EDUCATION
CrisisGo	OpenGov, Inc.
Dude Solutions	Phoenix Business, Inc.
Echidna Corp.	Pioneer Technology Group, LLC
EDU Specialist	Pleasant Solutions Canada, Inc.
Emergent Energy Solutions, LLC	PowerSchool Group, LLC
eRepublic, Inc.	PricewaterhouseCoopers, LLP
eSolutionsGroup Limited	Princeton IT Services, Inc.
ESTI Consulting Services	ProntoForms, Inc.
eVision, Inc.	Roadway Asset Services, LLC
Evoludata Solutions Inc.	Sierra Systems Group, Inc.
Fidelity Information Services	Slate Solutions, Inc.
Fleethunt Technology	SmartCOP, Inc.
Follett School Solutions, Inc.	Spruce Technology
Forecight Cyber Intelligence, Inc.	Straightforward, LLC
FuelCloud OPCO	SYNNEX Corporation
General Code CMS, LLC	Teq, Inc.
GRM	TERIDA
HighPower Data Solutions	The Business and Technology Resource Group
Hoover Blanket Inc	Tyler Technologies
Hyland Software, Inc.	Unit4 Business Software
ImageSoft Inc.	Vertosoft
Infinite Campus, Inc.	VortalSoft, Inc.
Information First, Inc.	WebINTENSIVE Software, LLC
INNIVE, INC.	WEX Bank
InSite Information Systems Corp.	Workday, Inc.
Integra Information Technologies, Inc.	Worldwide TechServices
Intuitive Municipal Solutions	Xerox Canada

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on September 3, 2020 at 4:31 pm CT. Proposals were received from the following:

5 POINT SOLUTIONS, LLC
 ALPHA Facilities Solutions, LLC
 BS&A Software
 Building Systems Design, Inc.
 CrisisGo
 Dude Solutions

EDU Specialist
Emergent Energy Solutions, LLC
eSolutionsGroup Limited
Fidelity Information Services
FuelCloud OPCO
General Code CMS, LLC
Hoover Blanket, Inc.
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Minokaw Technologies, VAR Services, LLC.
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Off Duty Management
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Pioneer Technology Group, LLC
PowerSchool Group, LLC
Roadway Asset Services, LLC
Slate Solutions, Inc.
SmartCOP, Inc.
Spruce Technology
Straightforward, LLC
The Business and Technology Resource Group
Tyler Technologies
Unit4 Business Software
Vertosoft
WEX Bank
Workday, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, CPPB, Procurement Lead Analyst
Brandon Town, CPSM, CPSD, Procurement Analyst
Craig West, Procurement Analyst
Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Dude Solutions is presenting products that include facility management systems (FMS), municipal services, and ancillary services related to those offerings used in operations management. Their robust sales and

service force are located throughout the United States and Canada. Dude Solutions offers a strong discount to Sourcewell Participating Entities.

eSolutionsGroup Limited's offering includes human resource information systems (HRIS), enterprise content management (ECM) solutions, and services related to those products. Their sales and service personnel are located in the United States and Canada, allowing them to provide service to Sourcewell Participating Entities in both countries. eSolutionsGroup Limited is providing a significant discount off of list price.

Hyland Software Inc. is a manufacturer of software products for enterprise content management (ECM) and related services. The software solutions address the areas of enterprise information platforms and automation of document management to include document imaging, file sharing, and digital record credentialing. Hyland has a robust sales and service team available to serve the United States and Canada. Hyland Software Inc. is offering Sourcewell Participating Entities a competitive discount off software, training, and services.

Konica Minolta Business Solutions U.S.A., Inc. is offering enterprise content management software solutions, equipment, and services. Their solutions help organizations improve information sharing, manage technology costs, and increase productivity. They have over 120 direct branch locations in the United States and Canada to serve Sourcewell Participating Entities. Konica Minolta Business Solutions U.S.A., Inc. is offering a considerable discount off their list pricing.

Phoenix Business, Inc. is an SAP Gold Partner offering SAP solutions for ERP/financial management, human resources, travel and expense management, advanced analytics, and reporting. Their sales and service force are geographically dispersed to meet the needs of Sourcewell Participating Entities in the United States and Canada. Phoenix Business, Inc. is offering a substantial discount off their standard list pricing.

PowerSchool Group LLC provides software for K-12 and higher education customers from the back office, to the classroom, to the home. Their products include enterprise resource planning (ERP) solutions, human resource information systems (HRIS), financial management systems, student information systems (SIS), and related services. They have personnel throughout the United States and Canada to meet sales and service needs. PowerSchool Group LLC offers a strong discount off list price to Sourcewell Participating Entities.

Tyler Technologies is a provider of integrated software and technology services focused on the public sector. Products include enterprise resource planning (ERP) solutions, human resource information systems (HRIS), financial management systems, enterprise content management (ECM) solutions, student information systems (SIS), facility management software (FMS), justice system software solutions, and municipal management solutions. They stand ready to serve Sourcewell Participating Entities with office locations and team members located throughout the United States and Canada. Tyler Technologies is offering a competitive discount on products offered.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #090320 to:

Dude Solutions	090320-SDI
eSolutionsGroup Limited	090320-ESL
Hyland Software, Inc.	090320-HYL
Konica Minolta Business Solutions U.S.A., Inc.	090320-KON
Phoenix Business, Inc.	090320-PNX
PowerSchool Group, LLC	090320-POW

Tyler Technologies

090320-TTI

The preceding recommendations were approved on October 27, 2020.

DocuSigned by:

Kim Austin

6830543C58384D1...

Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:

Craig West

7F41572C858B4BA...

Craig West, Procurement Analyst

DocuSigned by:

Brandon Town

7BCA93CD6377421...

Brandon Town, CPSM, CPSD Procurement Analyst

DocuSigned by:

Nick Scholer

4513A60DCA01467...

Nick Scholer, Procurement Analyst

STATEMENT OF COMPLIANCE


As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #090320 for Public Sector and Education Administration Software Solutions with Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:


C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

**Solicitation Number: RFP #090320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dude Solutions, Inc., 11000 Regency Pkwy. #110, Cary, NC 27518 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

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

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

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

Sourcewell

Dude Solutions, Inc.

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

DocuSigned by:
By: Brian Benfer
3EA8A039B93A40C...
Brian Benfer
Title: SVP of Sales

Date: 10/27/2020 | 11:52 AM CDT

Date: 11/6/2020 | 10:31 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 11/6/2020 | 10:35 AM CST

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: Dude Solutions

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

Address: 11000 Regency Pkwy
#110
Cary, NC 27518

Contact: Melissa Buchanan

Email: melissa.buchanan@dudesolutions.com

Phone: 877-655-3833

HST#: 56-2174429

Submission Details

Created On: Tuesday July 21, 2020 08:36:17

Submitted On: Thursday September 03, 2020 10:10:22

Submitted By: Kathryn Bennett

Email: rfp@dudesolutions.com

Transaction #: 8a7239b5-02fa-4203-b5f1-1fc39aafc238

Submitter's IP Address: 73.153.115.208

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Dude Solutions, Inc.
2	Proposer Address:	11000 Regency Pkwy #110 Cary, NC 27518
3	Proposer website address:	https://www.dudesolutions.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Caputo, General Counsel 11000 Regency Pkwy #110 Cary, NC 27518 (919) 459-3163 kelly.caputo@dudesolutions.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more.</p> <p>Company Facts</p> <p>Company Name: Dude Solutions, Inc. (DSI) Date Established: 1999 Markets Served: Clubs & Associations, Education, Government, Healthcare, Manufacturing Office Locations: Headquarters located at 11000 Regency Parkway, Ste 110, Cary, NC 27518 Phone number: 1-877-655-DUDE (3833) Employees: As of May 2020, we have 520+ employees Former Names: SchoolDude/FacilityDude State of Incorporation: Delaware</p>

8	What are your company's expectations in the event of an award?	<p>Dude Solutions intends to continue to closely support participating entities that are already using our products. Our Legendary Support Team and robust customer service organization will provide Sourcewell's participating entities with the product information and new services they need to keep their operations optimized.</p> <p>Similarly, our sales team is dedicated to expanding our roster of participating entities, offering exceptional value to Sourcewell's subscribers.</p>	*
9	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.	Please refer to the attached financial disclosure form in the bid attachments section.	*
10	What is your US market share for the solutions that you are proposing?	<p>In 2019, Dude Solutions surpassed \$100 million in annual revenue.</p> <p>Dude Solutions' more than 12,000 clients and more than 800,000 active users span Federal, DoD, State agencies, local government organizations, and commercial entities.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Dude Solutions currently supports more than 550 clients across education, manufacturing, government and healthcare industries throughout Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Dude Solutions will primarily use our own employees to implement the software we provide. Dude employees are responsible for training, onsite consultation and ongoing client support. Our sales and service force is primarily employed by Dude Solutions.</p> <p>In some instances, Dude Solutions will partner with third-party vendors to complete professional services such as facilities condition assessments or utility bill gathering and population.</p> <p>DSI leverages the below evaluation criteria when considering a subcontractor:</p> <p>Markets Served – Must align to DSI Markets (Education, Government, Healthcare or Manufacturing)</p> <p>Years in Business/Market – Must show a consistent track record in the market</p> <p>Geographical Areas Served – Must have regional or national footprint</p> <p>Number of Employees – Must have available resources to staff appropriately</p> <p>Revenue and Financial Stability – Must show a consistent track record of growth and profitability</p> <p>Subject Matter Expertise – Must provide industry knowledge and subject matter expertise</p> <p>Added Value Services Provided – Must provide a service that would be a value to DSI client base</p> <p>References – Must have quality references</p> <p>If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following:</p> <p>DSI Minimum Insurance Requirements</p> <p>DSI Payment Terms</p> <p>To become a DSI authorized Service Provider, Vendors have to have an active master service agreement in place with the DSI. Agreement is needed to by our Executive Leadership team.</p>	*

14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Dude Solutions has not identified any professional licenses that are required to be held by the organization in pursuit of the business contemplated by the RFP. We would like to describe the licenses and certifications related to our data storage, which provide clients with peace of mind regarding their information management and business continuity.</p> <p>Data storage certification and licensure</p> <p>Dude Solutions performs annual HIPAA and PCI Data Security Standards assessments. Dude Solutions is EU-US Privacy Shield registered.</p> <p>The data centers where Dude Solutions Customer data is stored and processed are audited under SSAE 18 Type 2 SOC 2, PCI-DSS1, GLBA and HIPAA standards annually. They are also ITAR and EU-US Privacy Shield registered. Third party security audits are conducted annually and include penetration testing and internal network security audits for all locations.</p> <p>Dude Solutions aligns with the requirements of the Family Education Rights and Privacy Act (FERPA). FERPA does not require or recognize audits or other certifications, so any academic institution that is subject to FERPA must assess for themselves whether and how its use of a cloud service affects its ability to comply with FERPA requirements. Dude Solutions makes the following contractual commitments that attest to its alignment:</p> <p>Dude Solutions commits to using Customer data only to provide organizations with our cloud services and does not mine Customer data for advertising Dude Solutions commits not to disclose Customer data except as the educational institution directs, as described in the contract, or as required by law Dude Solutions applications do not process, store or transmit sensitive student information or student educational records The CJIS standards are generally based on standard security best practices (ex. ISO 27001 and NIST) with which Dude Solutions is aligned. Dude Solutions application are not designed or intended to access CJ. Likewise, the services provided by Dude Solutions support personnel to implement and maintain our application do not require or even contemplate access to Customer systems processing CJ.</p> <p>Dude Solutions has mapped our controls and the controls of our partners to the NIST Cloud Computing reference architecture and associated controls as defined by the Cybersecurity Framework. Dude Solutions is committed to compliance with these NIST requirements and other relevant industry standards such as NIST 800-53, NIST SP 800-171, and FIPS 200.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Dude Solutions, Inc. has no past or present litigation, suspension or debarment.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *								
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In addition to recognition received for our rapid revenue and employee growth—and being recognized as one of the region’s “Best Places to Work” over multiple years—Dude Solutions has garnered media attention in both local and national publications for our various products, client service, and partner relationships.</p> <p>Several of them are documented below:</p> <p>Automation World online published an article based on Pepsi Bottling Venture’s success with our software platform. August 2017 MyTechDecisions.com featured our Event Publisher software, and its use by our client, Spartanburg Community College, in their Project of the Week on Tech Decisions. September 2017 HFM Magazine published an article on our CMMS solutions for hospitals featuring TheWorxHub product. June 2017 GovTech.com ran an article from the perspective of our client, Spalding County, GA, in its online outlet: Government Technology. June 2017 Worship Facilities Magazine featured a Dude Solutions’ case study with NorthRidge Church on worshipfacilities.com. July 2017 Senior Housing News was inspired enough by our whitepaper, Including Maintenance within Your Community’s Strategic Plan, to publish an article on the topic on its site: seniorhousingnews.com. September 2017 Dude Solutions’ other awards include:</p> <p>Finalist in the Software category for the 2019 NC TECH Awards, North Carolina’s annual statewide awards program recognizing innovation, growth and leadership in the tech sector. #13 on the 2019 NC Mid-Market Fast 40, our second year in a row on this list, which recognizes mid-size companies in North Carolina based on revenue and employment growth. Won the Triangle Business Journal Leaders in Diversity Award, recognizing companies that have shown an exceptional commitment to promoting practices that advance diversity in the workplace and in business leadership. A nod to the fantastic work our diversity committee has done in just one year of existence. And finally, one of our products, TheWorxHub, took home the Vision Award in the Smart Buildings/IoT/Software category.</p>								
17	What percentage of your sales are to the governmental sector in the past three years	<p>Dude Solutions maintains approximately 1,500 government clients. Government sales have made up the following percentages of our annual revenue:</p> <table border="1" data-bbox="638 1136 946 1241"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>19%</td> </tr> <tr> <td>2019</td> <td>21%</td> </tr> <tr> <td>2020</td> <td>27%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2018	19%	2019	21%	2020	27%
Year	Percentage of Revenue									
2018	19%									
2019	21%									
2020	27%									
18	What percentage of your sales are to the education sector in the past three years	<p>Dude Solutions maintains approximately 5,800 education clients. Education sales have made up the following percentages of our annual revenue:</p> <table border="1" data-bbox="638 1314 946 1419"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>59%</td> </tr> <tr> <td>2019</td> <td>57%</td> </tr> <tr> <td>2020</td> <td>53%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2018	59%	2019	57%	2020	53%
Year	Percentage of Revenue									
2018	59%									
2019	57%									
2020	53%									
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Dude Solutions participates in AEPA, Omnia and Mohave cooperative purchasing agreements.</p> <p>We are happy to provide more information about the sales volumes of these contracts with the completion of an NDA.</p>								
20	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?	None								

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of London, Ontario, Canada	Khaled Shahata	(519) 661-2500 x7011	*
Western Washington University	Scott Dorough	(360) 650-2412	*
City of Mount Vernon, Washington	Chris Phillips	(360) 336-6214	*
Elk Grove Unified School District	Chris Bohrer	(916) 686-7745	
Teton County, Wyoming	Paul Cote	(307) 699-3496	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Stockton Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Austin ISD	Education	Texas - TX	Project Services - Facility Condition Assessment	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Delaware Office of Management and Budget - Division of Facilities Management	Government	Delaware - DE	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Baltimore City Public Schools	Education	Maryland - MD	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Palm Springs Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	The estimated number of employees in the major sales-related departments follows. Please note that not all employees are represented in this list. Total Employees 520 Sales 145 Marketing 18	*
24	Dealer network or other distribution methods.	At this time, Dude Solutions offers cloud-based software that does not require a dealer or distribution network; these functions are performed internally.	*

25	Service force.	<p>Total Employees 520 Client Services 135 Development 69 Product Management 40 IT 6 Accounting/Hr/Legal/Biz Ops/Other Support 57</p>
26	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>For almost two decades, Dude Solutions has strived to be a leader in both Software-as-a-Service enterprise operations management systems and in client satisfaction. We work hand in hand with our clients every day to help them achieve their goals and create the best work of their lives. Our commitment is shown by the numbers:</p> <p>12,000+ daily users 93% retention rate 97.5% customer satisfaction rating Net Promoter Score of 54 – ahead of all competitors and iconic companies such as Target, IBM and more Customer Support</p> <p>From the moment you start as a client, you'll have a dedicated representative there to help you every step of the way. And, that support doesn't stop when implementation is complete. As a Dude client, you will receive unlimited training and technical support for the duration of your subscription term.</p> <p>Your primary support will come directly from our headquarters in Cary, North Carolina. Our policies require that our toll-free technical support hotline be answered before the third ring. You'll always reach a live representative when you call, and we answer 98% of all email questions within one hour. We also aim to resolve our clients' issues within two hours. And, there are never any additional charges or support contracts involved. Whether you have technical questions, need advice, need to get a new hire trained, or need to quickly run a report before your upcoming board meeting, help is only a call, e-mail or chat away.</p> <p>Lifetime support for all active product subscriptions includes:</p> <p>Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Send us an email – we answer 98% of our support emails within 1 hour Reach us instantly through our software with live chat during business hours Best practices webinars and podcasts which share new trends, popular reports, and tips Training review webcasts are a great resource for clients who need a refresher after their initial training, or for new employees that could benefit from a training session DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM - 10:00 PM EST.</p> <p>DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.</p> <p>Dude Solutions is transparent regarding our systems availability. We publicly post our availability site (http://status.dudesolutions.com/) to provide customers with access to our historical availability metrics and real-time status.</p>

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Dude Solutions is willing and able to provide products and services to all Sourcewell participating entities in the United States.</p> <p>Our team completes implementation for more than 500 clients and 2,000 products annually. Our 500-person global team supports more than 12,000 clients. Our capacity to quickly respond to Sourcewell members' needs is more than adequate, thanks to our Agile approach to development and implementation.</p> <p>For more than 20 years, we have demonstrated a proven track record of building, migrating, and managing a wide variety of enterprise COTS software solutions in the cloud. Our strengths as a partner revolve around our core expertise with product- and user-centric software development. Dude Solutions bolsters this focus with best practices in modern software development lifecycle, including ongoing commitment to Agile methodologies and beautiful UX design.</p>	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Dude Solutions maintains an office in Toronto, Ontario and provides services to more than 500 Canadian clients. Data storage for Dude Solutions products is hosted in the United States and complies with applicable security laws for government agencies in Canada and abroad.</p> <p>Dude Solutions provides software to clients in the United States and nine other countries around the world. We are fully capable of executing contracts and providing services for Canadian entities within both government and education sectors.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Dude Solutions does not have geographic limitations that would prevent us from serving any area of the United States or Canada that is adequately provisioned with internet service to deploy our software.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Dude Solutions will participate in all entity sectors, including government, education and not-for-profit.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Dude Solutions offers virtual product implementation that would allow us to deploy our SaaS systems in any location with internet access.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>When a DudeSolutions account executive identifies a client or prospect that is considering a solution and also mentions they are planning to use an RFP process, the employee will introduce Sourcewell as an option that would be of benefit to the client and/or prospect. This happens in highly customized, one-to-one conversation between the prospect/client and the DudeSolutions employee. Because most of our clients and prospects are already Sourcewell members, we primarily need to remind them of the benefit that Sourcewell provides at the right point in their buying process.</p> <p>Dude Solutions intends to provide a website section dedicated to our valued cooperative purchasing partners, along with co-branding that will clearly identify Sourcewell as a procurement mechanism. Further, our marketing team is providing opportunities for Sourcewell to directly reach potential clients through event sponsorship and access at Dude University. Collateral provided at Dude U, our annual user conference, will route prospects toward Sourcewell as a purchasing platform.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Dude Solutions uses a business intelligence tool called Qlik to power our marketing insights across channels and programs to best understand what is working most effectively in our strategy, programs, and mix. Qlik pulls data from Salesforce, Marketo and Google Analytics consolidates and allows a wide range of analytics across the prospect and client journey. This information allows us to make smart adjustments in our programs and approach.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Dude Solutions would expect that Sourcewell will continue to represent our product lines, aligned to support the Public Sector and Education Administration Software Solutions with Related Services contract, as well as update their website with our marketing collateral, sponsor Dude University 2021 and potentially help us drive acquisition to events that we host, reaching thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada who are potential clients.</p> <p>Dude Solutions will continue to educate our national education and government vertical sales teams on the awarded contract (supporting contract documents, 60K member base, etc.) and continued education and value proposition using their contract offers to our entire public sector client base. We will be creating a landing page on our website to represent our partnerships, to include contracts awarded, and Sourcewell will have a microsite dedicated to the contract (and all supporting documents and a link back to your landing page). We will also plan to support/sponsor your annual event, H20, in 2021.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Dude Solutions does not currently offer our products and services through an eCommerce and/or online purchasing platform.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Dude Solutions has a set methodology which is being used in thousands of organizations. We have developed a system that is easy to use and cost-effective. Topics we will cover could include setup of the system, training of all personnel, data conversion, and a step by step strategy for the transition from the current system to the proposed solution.</p> <p>Training is standard and included in the annual cost of our software, with the exception of our Professional Service Packages. These packages offer more in-depth training and custom classroom topics that may fall outside the scope of a traditional learning path. Training is tailored to each customer based on their system configuration. Standard training is also unlimited for our valued clients.</p> <p>Our internal client support and implementation team members provide training. We do not outsource this service.</p> <p>Dude Solutions utilizes a web-conferencing application allowing us to share desktops and view the same information between parties. Because all of Dude Solutions' modules/applications are totally on-demand, we are able to view the same information the client sees simultaneously. Dude Solutions has several approaches to training that ultimately are determined by the client.</p> <p>Dude Solutions provides virtual classroom training sessions as well as individual sessions. Clients can utilize a "train the trainer" approach. This includes training both during implementation as well as any ongoing training after your product goes live. We have the following primary mediums for delivering training:</p> <p>Virtual Classroom Training This method is conducted via internet and teleconferencing mediums. This allows you to go at your own pace through the implementation journey. Training curriculum and schedules are kept up to date on our help site. You will also benefit from building your industry network and hearing best practices from other clients in these one to many training sessions. Virtual training is an unlimited resource for all clients.</p> <p>Online Help Content Available around the clock, our help site includes guides and videos to assist clients with their Dude applications. It is also a great place to check for regular product enhancements and updates based on client input.</p> <p>Virtual Consultation Packages If purchased, Dude Solutions will provide remote consultation for your organization to help you with everything from data cleanup and migration from legacy solutions, deep dive assessment of current workflow and configuration to end-user training and go-live support.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Dude Solutions is a leading provider of software-as-a-service (SaaS) solutions. Our software suite is 100% cloud-based and includes products for:</p> <ul style="list-style-type: none"> Community Development Work & Asset Management Energy Management Technology Management Event Management Capital Forecasting Safety Management <p>In addition to these products, Dude Solutions also offers these professional services (availability depends upon products purchased):</p> <ul style="list-style-type: none"> Onsite training programs Facility condition assessments Dude University, our annual user conference Professional data services, including data collection and import Integration support Asset Essentials <p>There's one big problem with relying on paper and desktop programs: They're not reliable. Without the insurance of cloud-based software, our potential clients are playing a risky game of "here today, gone tomorrow." Paper and desktop programs are time-consuming and often disorganized.</p> <p>Dude Solutions offers modern, cloud-based software that helps our clients make measurable progress toward maintenance, asset management and work order processing goals. No more confusion thanks to better communication. No more backlog thanks to preventive and predictive planning. No more work falling through the cracks or going undocumented thanks to software accessibility in the office and in the field. Asset Essentials offers cloud-based software that can be easily accessed in the office and on mobile devices, no matter where your team needs access. Asset Essentials allows users to use a single, intuitive dashboard and leave their headaches behind.</p> <p>Capital Forecasting and Predictor</p>

Dude Solutions offers two capital planning systems for our valued public-sector clients: Capital Forecasting and Predictor. Both are integrated with our flagship platform, Asset Essentials, offering robust reporting and predictive tools for our clients' future growth.

Everything in our clients' buildings will need to be repaired and, eventually, replaced; but no entity has an unlimited budget. With Dude Solutions' software, clients gain certainty about their valuable assets, along with the ability to predict and prioritize maintenance based on real-time data.

Clients level the spikes in their budgets, prevent financial surprises and justify requests for resources, all from a central solution. Use your insights to create more visibility into the work that matters and steer your team toward the work that will make the most impact. Our user-friendly interface helps clients create the most precise projections for today, tomorrow and decades in the future.

For clients that need even more robust capital forecasting capabilities, the Predictor Platform brings unparalleled power in life-cycle modelling, enabling teams to tell the story of their asset future to stakeholders more efficiently than ever before. Predictor optimises service-level outcomes and captures capital expenditure with industry-specific algorithms that accurately predict the future behavior of assets. Clients are empowered with the data-driven evidence to make better decisions about their assets.

Energy Manager

Educational institutions, governments and not-for-profits often find that utilities drain resources. Utility costs are often the most overlooked as a source of cost savings. Enter Dude Solutions' Energy Manager, a new way to approach energy consumption, clarity and control.

Gather detailed information on current utility spend to identify possible billing errors, centralize billing and meter readers, and more. With enhanced visibility, clients can uncover areas for improvement and gain a deeper understanding of your energy consumption. Create unlimited reports for compliance, show the progress of energy efforts and more all from a user-friendly solution.

SmartGov

Many local jurisdictions still rely on paper-based processes and inefficient legacy on-premises systems to manage business needs like permitting, business licensing, inspection, code enforcement, plan review, parcel and fee management. With complex and time-consuming tasks like permitting, the lack of a streamlined system often leads to poor communication, longer processing times, disgruntled citizens and bad public relations.

Dude Solutions SmartGov™ lets clients manage all of their essential processes tied to permitting, licensing, inspections and code enforcement in a single web-based system that is hosted in the Amazon Web Services (AWS) cloud.

SmartGov improves back-office efficiency while increasing citizen engagement, both of which drive business revenue.

Event Manager

There's a lot to think about when allowing community groups to use your facilities. Permissions, setup, personnel, billing and more — these are only a few things that fall in our clients' laps. There's also the fear of facility damage and the frustration of scheduling mix-ups.

Proper event management software makes scheduling and coordination simple for both you and event requesters. With the right tools, everyone can win. Using Event Manager™, a centralized, user-friendly calendar system, you can manage usage requests and requirements, track scheduling and account for expenses. Plus, clients can simplify the billing process and start recovering costs.

Integrated Suite

Dude Solutions offers an integrated platform between energy, events, assets and capital planning that reduces costs and increase productivity with data-rich reports. This integration capability allows our clients to more strategically manage, maintain and invest in their school and government facilities.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Dude Solutions can provide support for sustainability initiatives through a lower-impact implementation protocol. Our systems traditionally use paperless technology to prevent waste. Communication with The Dude throughout your implementation process will be mostly electronic to eliminate the need for paper storage and recycling. Further, maintenance of our software relies almost exclusively upon electronic communication, limiting the organization's need for paper requests.</p> <p>Additionally, employees at The Dude are encouraged to consider the environmental impacts of their travel arrangements for any onsite services.</p> <p>Finally, The Dude offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a SaaS product, Dude Solutions' systems are not rated for eco-friendliness or green/sustainability factors. However, we have pursued internal efforts to become a "greener" company.</p> <p>Dude Solutions' guiding principles lead our clients toward more sustainable approaches in their everyday operations. In general, our software-as-a-service systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work.</p> <p>Internally, Dude Solutions employees are encouraged to pursue sustainability efforts through our Green Dude initiative. This internal team of sustainability-oriented employees strive to bring awareness of our impact on the environment and inspire positive change through education. The Green Dude team is guided by these principles:</p> <p>Educate Dude Nation on sustainability best practices. Partner with local organizations to provide volunteer opportunities. Introduce Dude employees to energy saving options, both at work and at home. Strive to minimize waste both within our group and Dude Nation In the past year, the Green Dude has hosted an Arbor Dude Fair, which brought educators and vendors from throughout the region to our Cary, North Carolina, headquarters. We partnered with organizations such as CompostNow, The Produce Box and Trees for the Triangle to promote education and volunteerism locally.</p> <p>In addition, Dude Solutions facilities are equipped with sustainable equipment such as movement-sensitive light sensors, which prevent energy waste in unoccupied buildings. Individual employees are encouraged to responsibly consume energy by turning off and unplugging their equipment at the day's end.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>The principal beneficial owner of Dude Solutions, Inc. is Clearlake Capital Group, L.P. which is certified as an MBE as evidenced by the attached certificate.</p>
41	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>There are a million critical moving pieces inside your organization that need to work at their best to keep our clients' operations running smoothly.</p> <p>Their reality is a patchwork of tools, tech and talent that's tricky to manage. And our clients' role has evolved, too. As they are overseeing the day-to-day, they're also being asked to see into the future.</p> <p>Dude Solutions is software for smarter operations. With over 12,000 happy clients and 20 years of experience, we serve as our clients' trusted partner. Offering a connected suite of solutions to give our clients visibility into every aspect of your operations. We provide predictive insights to help users anticipate what actions to take next.</p> <p>With industry-focused expertise, legendary support and a proven track record of success, we meet our clients where they are today to prepare them for tomorrow.</p> <p>Dude Solutions accomplishes this through a commitment to being a trusted partner, offering a connected suite of software products and creating the predictive insights decision-makers need.</p> <p>Deep, industry-focused expertise — and a proven track record of success</p> <p>We know our clients' world inside and out. From the energy that powers your spaces to the equipment, tools and assets crucial to helping your organization do its best work. We've spent the last 20 years helping over 12,000 clients transform their operations.</p>

		<p>End users benefit because we work closely with front-line staff, from implementation to impact. We guide these teams to quick wins to help them gain control of their operations from day one. The Dude is always beside our clients! We offer legendary support, an ever-growing knowledge base, the annual Dude University conference, ongoing training and a dedicated team committed to your success. Clients are never alone in their day-to-day work or in their mission to improve operations.</p> <p>Dude Solutions understand the nuances of the changing operations landscape. And because we've been down this path with clients 12,000 times before, we know what it takes to succeed. We work with our clients to identify and implement the right solutions to help them reach their goals. Then we help clients benchmark, measure and share the results, all while ensuring every member of the operations team feels confident and empowered to harness the power of our solutions.</p> <p>Integrated solutions to give you visibility into every aspect of your operations</p> <p>When every aspect of our clients' operations talks to each other, they gain powerful insights that shape the way they work. We know the journey to a fully integrated ecosystem doesn't happen overnight. So, we meet clients wherever they are to create a strategy and chart a course to connectedness.</p> <p>Front-line users receive a single, intuitive view into every aspect of their operations — from the assets they manage to the energy their facilities consume. This helps them identify opportunities for improvement, spot issues before they become headaches and understand what actions to take next to make your operations more efficient.</p> <p>The Dude system also helps decision-makers identify trends, create forecasts and plan for the future by bringing together important information from across an organization. This improves collaboration among their teams. Clients can leverage data to make more informed decisions about where to shift focus or allocate budget. We empower clients with a unified view into the state of their world, so they can confidently make the case for more resources.</p> <p>Intelligence that transforms work and shows a clear path to the next action</p> <p>We make sense of the information already inside an organization — and benchmark it against other, similar organizations — to help clients plan what to do next. Users can anticipate and act on issues before they arise, with insight into the actions that drive the best outcomes.</p> <p>We help front-line users spend more time doing the work they want to do and less time putting out daily fires. Dude Solutions' systems bring together hundreds of data points from across an organization into an intuitive, actionable dashboard. We help clients identify opportunities for improvement across every department, including tech, electrical, plumbing, facilities, utilities, events. Users are empowered with insights and reports to mitigate risks, anticipate costs and effectively manage workload.</p> <p>Dude Solutions also uses our deep knowledge of the government and education sectors, along with the data we've collected over 20 years, to create powerful predictive models. This allows clients to reduce costs and downtime and avoid unplanned asset, resource or monetary expenses. Our systems help clients more accurately forecast their capital needs for tomorrow — and the day after. Our SaaS offerings are powered by a data platform that never stops learning and improving.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>DSI's subscription agreement includes the following warranty:</p> <p>(a) DSI represents and warrants that during the applicable Subscription Term that the Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.3 (Termination for Convenience).</p> <p>(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.</p> <p>(c) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO SUBSCRIBER STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable for software-as-a-service.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable for software-as-a-service.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is not applicable for software-as-a-service.	*
47	What are your proposed exchange and return programs and policies?	<p>DSI's subscription agreement allows for Termination for Convenience in the Initial Term of the software subscription as follows:</p> <p>Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund. If DSI receives Subscriber's written notice of termination during the Initial Term, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Term Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination. For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.</p>	*

48	Describe any service contract options for the items included in your proposal.	<p>The standard implementation line items and ongoing support, with the exception of any additional Onsite Consulting Packages, are included in clients' annual subscription at no additional cost. Dude Solutions does not limit access to support resources or offer tiered support options.</p> <p>As SaaS customers, clients will receive the following support as a standard service. Any optional services will be covered in individual clients' proposals.</p> <p>Lifetime support for all active product subscriptions includes:</p> <p>Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives who will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Email support – we answer 98% of our support emails within 1 hour Instant help through our software with live chat during business hours</p>	*
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	<p>Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Subject to the terms of the Order Form and DSI's commercial subscription agreement, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.</p> <p>Payment for professional services is upon completion of services or milestones, if applicable.</p> <p>We do not offer a discount for prompt payments.</p>	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	This is not applicable to SaaS.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Dude Solutions will present the client with an Order Form outlining the services to be provided thereunder, including any addenda and supplements. Upon the participating entity's electronic or written acceptance of the Order Form or issuance of a PO referencing such Order Form, the participating entity agrees to be bound by the terms of the Order Form. Dude Solutions will issue an invoice to the client with net 30 payment terms. Since all deals flow through CRM, we are able to easily report on all sales to a specific client or partner.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-cards as a form of payment at no additional cost to our clients.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Dude Solutions offers software-as-a-service as annual subscriptions and services which support the set up and use of the software. Dude Solutions will make a catalog of its software offerings and services available to Sourcewell, and the following discounts shall apply to the catalog list price:</p> <p>Software subscription discount: 21%</p> <p>Activation/Set up Fee Discount: 6%</p> <p>Vendor Services: 3%</p> <p>DSI Service: 5%</p> <p>Dude Solutions, Inc. periodically reviews and updates catalog price books in response to the market. Such updates may include price adjustments and the addition of new product and/or service offerings. Proposals generated after a new price book is filed will use the new price book. Any outstanding proposals issued may be honored for a reasonable period of time to accommodate a participating entity's internal procurement processes. Dude Solutions maintains the right to increase subscription fees and other applicable fees and charges in connection with each renewal term, but such renewal fees shall not exceed the pricing on file with Sourcewell at the time of a participating entity's subscription renewal.</p>
54	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>Dude Solutions will offer the following discounts off of its catalog list price:</p> <p>Software subscription discount: 21%</p> <p>Activation/Set up Fee Discount: 6%</p> <p>Vendor Services: 3%</p> <p>DSI Service: 5%</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	Not applicable
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This does not apply to DSI's business model at this time.
57	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.	This does not apply to DSI's business model at this time.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	This is not applicable for software-as-a-service.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This is not applicable for software-as-a-service.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable for software-as-a-service.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Dude Solutions holds itself accountable to high internal standards. Dude Solutions utilizes a quote-to-cash process within its CRM system to manage all order transactions. The discount schedule is entered into the CRM system, making it easy for sales reps to include Sourcewell and applicable pricing on client quotes. Sales reps select Sourcewell as the purchasing partner and discounts are automatically applied to the products and services included in the quote presented to the participating entity. When an order is closed, DSI's Order Operations team confirms contract pricing. when processing the order. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to DSI's billing team for an invoice to be issued. Payments are recorded against this agreement, allowing DSI to efficiently report on transactions each quarter.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	DSI proposes an administrative fee of 2% Vendor's sales under the Contract. This fee will be reported and issued for paid transactions received each calendar quarter.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Asset Essentials</p> <p>Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities.</p> <p>Workflow Management</p> <ul style="list-style-type: none"> • Work order request management • Automatic request routing • Location/asset-based work orders • PM and PdM calendar scheduling • Custom fields for organization-specific work order information • Job planner/calendar view for technicians • Work order prioritization <p>Work Tracking & Monitoring</p> <ul style="list-style-type: none"> • Ability to bulk update work orders • Automated email notifications for work assignment based on asset, work type, location and more • Automatic work order scheduling based on PdM • Audit trail and log tracking • High-level project tracking <p>Equipment/Asset Management</p> <ul style="list-style-type: none"> • Cost tracking and repair history for total cost of ownership (TCO) decision-making • Calendar/meter reading tied to PM/PdM scheduling

- Supplier/vendor tracking at asset level

Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

GIS Asset Management

- Holistic view so you can effectively manage work and assets inside and outside the building
- Manage your work orders, GIS assets and maintenance activity in one place
- Leverage ESRI ArcGIS integration to manage and maintain GIS assets
- View your upcoming workload spatially to measure and plan routes
- Prioritize work using insights from your GIS data
- Connect work orders to your GIS assets
- Update work in real time on iOS and Android devices (see mobile app and version requirements)

Audits & Inspections

- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

Work Order Parts & PO Management

- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool

Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

Asset Essentials Inventory

Asset Essentials Inventory is an inventory management solution that allows you to track your inventory & supplies through streamlined processes for part transactions, work order parts management, purchase ordering and cost analysis.

- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

AE – Connector Toolkit

The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

Asset Essentials – Safety

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

MaintenanceEssentialsPro

MaintenanceEssentials Pro™ is the leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

Operations Dashboard

- Business Intelligence (BI) reporting directly from Dude Platform
- Benchmark your progress
- Compare your performance to others in your region
- KPIs automatically generate into an executive PowerPoint format

Inventory Direct

Inventory Direct is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

Productivity

- Manages inventory items by various category types
- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

Communication

- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

Budget

- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

Reporting & Documentation

- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

Connect Authenticate

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Dude Solutions applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network

then authorizes them to use the Dude Solutions products with the use of Security Tokens. When a user accesses a Dude Solutions product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Dude Solutions-specific password.

Key features:

- Network Connection
- Configuration Portal
- User Authentication Process
- User Management
- Authorization
- Documentation

Critical Alarm Automation

Critical Alarm Automation is a building automation alarm solution that integrates with MaintenanceEssentialsPro. Automatically filter 'nuisance' alarms, generate work orders within MaintenanceEssentialsPro, and escalate critical alarms to appropriate personnel.

Productivity

- Provides intelligent filtering, reducing erroneous alarms
- Includes template to auto-fill work orders with information such as building, craft, trade, and specific equipment
- Automates work order generation in MaintenanceEssentialsPro, reducing data entry
- Colors critical alarm work orders green to help with searching and reviews
- Verifies response to alarm notifications

Communication

- Escalates critical alarms to next person in line, if not reviewed within specific timeframe
- Utilizes ASHRAE BACnet or Tridium NiagaraAX platform standards and/or standard email
- Integrates with MaintenanceEssentialsPro for efficient data exchange

Reporting & Documentation

- Tracks and documents all critical alarms within the system
- Generates customizable, detailed graphs and reports illustrating alarm history

Capital Predictor

Capital Predictor is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can accurately allocate resources for future work orders decades in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Prediction Modeling: Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.

Live Data & Reporting: Improve efficiency exponentially by sharing accurate, digestible and up-to-date asset management reporting outputs — no training or software installation required.

Visualization Integrations: REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.

Comparison Reporting: Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling (up to 50 years) across treatment types, intervention points, funding levels required and more.

Energy Manager

Energy Manager is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures
- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage

Energy Star Sync

Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

Public Billboards

Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

Utility Bill Population

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

Utility Bill Population & Management

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to the populating your bill data, the Dude Solutions team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

Interval Data Recording & Management

Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

EventEssentials Pro

EventEssentials Pro is a cloud-based collaborative event management solution that simplifies the facility scheduling and community use process, providing your educational institution with tools to process online payments and data to benchmark progress, plus the best practices coaching necessary to guide your team to success. It includes:

- o Facility Scheduling
 - o Recoup approximately \$18 per student by implementing a cost recovery program and improving coordination of support resources
 - o Automate the scheduling process and eliminate scheduling conflicts, ultimately saving your staff's time and maximizing your building's efficiency
- o Community Use
 - o Improve customer service by automating communication and feedback with community members using an online portal for all event requests
 - o Recover \$5 per student annually and 10 minutes per event by improving efficiency and communication with external groups
- o Online Payments
 - o Save valuable time and money through a new online payment system. Online payments improve collections by 10% and save \$2 per student per event.

TripDirect

Dude Solutions Trip Planning is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. The solution is accessible via connection to the internet (see Technical Requirements). Each user will be given access via Dude Solutions Single Sign-On (SSO) credentials. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

Trip Management

- o End-user trip request submission with status updates
- o Automated routing for trip requests to approval managers
- o Print trip consent forms
- o Manage driver and vehicle scheduling
- o (Optional) score drivers by hours, overtime and tenure

Budget Support

- o Support budgeting data
- o Track trip-related costs, including:
 - Driver wages
 - Mileage
 - Purchase

Event Manager

Event Manager is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

Scheduling & Publishing

- Master calendar with private and public calendar sites
- Upload specific schedules, such as classes and/or athletic events, to reserve space and display
- Customizable color, fonts and logos to match your branding
- Event filtering by category, location and/or keywords
- Registration and ticketing for paid or free events
- Event promotion via email or social media with built-in designs
- SEO-friendly with Google Analytics integration available
- Social referral features for many of the largest social media channels

Event Management

- Check availability based on locations or time
- Include setup and breakdown times
- Customize the workflow for internal event approval process
- Manage tasks in relation to specific events while pulling in the proper service providers
- Online payment using our preferred providers: Stripe, PayPal and more
- Pre-selected options for rooms/sites to be configured upon arrival of rented space
- Create, send and track invoices
- Establish fee packages based on organization type

Community Use

- Request portal for community requests to utilize your institution's facilities
- Ability for community to search using keywords
- Custom branding to best highlight your facilities availability for public usage

Incident

Incident is a powerful, online technology incident and help desk management tool that streamlines the entire technology workflow process, from incident request to resolution. Features include:

- Manages incidents for computers, audio visual and telecomm equipment
- Enables requesters to submit incidents and check status online
- Features enhanced routing with programmable logic for managing and automating incident approval and assignment
- Helps requesters identify problems at point of request through troubleshooting questionnaires
- Features work queues to group requests by problem type and automatically route and assigning incidents
- Enables easy import of existing inventory of IT assets
- Tracks detailed asset information including assignment, history, configuration, related incidents and default priority
- Includes online IT discussion board for peer problem solving and role-based public knowledge base for requester self-help
- Integrates with EventEssentialsPro (sold separately) to enable requesters to submit technology requests for event setup
- Integrates with MaintenanceEssentialsPro work order management system (sold separately) to provide "one stop shopping" for staff to submit either facility or IT work requests

Insight

Dude Solutions' Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices.

The Insight PAD initiates two major back-end processes: Discovery and inventory.

- o Discovery – The process of identifying devices on a network by detecting all of its

live IP addresses using ICMP/PING and Nmap Port Scans

o Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

SmartGov

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Permitting & Planning

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties
- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

Business Licensing

- Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

Electronic Plan Review

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time
- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view

Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload
- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, query and access records easily, from anywhere at any time

Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set

		<ul style="list-style-type: none"> • Display inspection search results and enforcement actions as a point on a map • Navigate existing cases and initiate new cases starting from a map <p>Public Portal</p> <ul style="list-style-type: none"> • Submit permit applications, including digital documents, digital plans, fee payments and inspection requests View the status of permits, inspections and violations • Print reports and required forms • Access fee information • View daily and pending inspection schedules, as well as year-to-date metrics • View and respond to digital plan markup and comments <ul style="list-style-type: none"> o Review real-time plan check comments and inspection result <p>Online Payments</p> <ul style="list-style-type: none"> • Define fee types and rates <p>Assess fees and invoice for payment</p> <ul style="list-style-type: none"> • Receive partial or full payments and issue partial or full refunds • View transaction history • Integrate with payment processors and Financial Management Systems • Manage security and uptime to allow for payments 24/7
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Education</p> <p>Work and Asset</p> <p>Energy</p> <p>Events</p> <p>Technology</p> <p>Capital Forecasting</p> <p>Government</p> <p>Work and Asset</p> <p>Energy</p> <p>Technology</p> <p>Capital Forecasting</p> <p>Community Development</p> <p>Events</p>

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

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

Line Item	Category or Type	Offered *	Comments
66	Enterprise resource planning (ERP) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
67	Human resource information systems (HRIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
68	Financial management systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
69	Enterprise content management (ECM) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
70	Student information systems (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
71	Facility management software (FMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMMS systems, event management, energy management, capital planning
72	Court, corrections, law enforcement, or justice system software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
73	Municipal services, inspections, and permitting management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	SmartGov community development software
74	Equipment and accessories related to the offering of systems or solutions described above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
75	Services related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Implementation, facility condition assessments, additional training

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Technical success with the contract will be measured in the following domains:</p> <p>Information security and uptime Support responsiveness Implementation speed and quality Information security and uptime</p> <p>Dude Solutions provides 99.9% system availability which is calculated monthly and determined on a 24-hours-a-day, seven-days-a-week basis. The current status and incident history for our services is publicly posted at Dude Solutions status page - http://status.dudesolutions.com/. We consider the contract a success if we are meeting our system availability service level agreement.</p> <p>Support responsiveness</p> <p>Our internal support teams track time-to-respond metrics for all clients throughout the organization to ensure timely account management and responsiveness. Our internal team is committed to answering email questions within one hour and answering all phone calls within three rings.</p> <p>Dude Solutions also tracks customer satisfaction through the Net Promoter Score to identify opportunities for improvement throughout the organization. We characterize a successful contract as a response of a 9 or 10 on the NPS index.</p> <p>Implementation speed and quality</p> <p>Our team will track key milestones throughout the implementation process, allowing us to determine whether the client's contract is being successfully executed. We do this through the use of Basecamp, a project collaboration tool and task list that supports the management and oversight of key project deliverables.</p> <p>Dude Solutions will work with the client's Project Team to determine the best methods for tracking and acceptance for each implementation project.</p>
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>We have a long history of working with organizations to integrate successfully with their products and various third-party systems. Our cloud-based SaaS solutions provide multiple out-of-the-box options to integrate with third-party systems. Our programs have the ability to store custom data for referential purposes sent from third-party systems. The data interchange/integration tools include:</p> <p>Flat file data exchange via the Connector Tool (AddOn) – The flat file interchange via the Connect Tool contain referential IDs so that they can refer back to the relationship with data elements like WOs to Assets, WOs to transactions, Assets to WOs, and more which can be leveraged to maintain data integrity and relationships.</p> <p>Real-time data interchange via AE Rest APIs (AddOn) – The REST APIs allow the client full access to transactional and reference data captured in the system. These APIs allows for data import and export, as well as means for transactional data transfer. This is more of an advanced option, and requires technical resources on the client side.</p> <p>Flat file downloads via the web application</p> <p>Dude Solutions would work with the client to enable the following integrations with existing software systems, such as:</p> <p>Purchasing Finance Accounts Payable Time Management Human Resources</p>
78	Describe your migration, customization, and upgrade processes.	<p>Data Migration</p> <p>Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Dude Solutions will help the client determine the needs for data to be migrated from any legacy system into our products. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.</p> <p>The consulting team will ask a series of questions, such as:</p> <p>What is the reason you want to migrate your data? What are your public data request requirements? What is the required retention period? What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward</p>

Are legacy systems still available to extract data from?
 Do you need to report on this data?
 Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov
 The data migration process will include the following steps:

- Define requirements
- Map data elements
- Extract data
- Transform data
- Load data
- Perform data validation with the client
- Resolve data issues
- Validate resolution
- Obtain fresh copy of data
- Add migrated data to configuration
- Validate data and system configuration
- Perform end to end testing
- Perform final data migration
- Move to Production/Training environments
- Migration sign-off
- Deliverables

- Dataset assessment and set priorities with the client
- Evaluate data quality
- Work with the client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists
- Assumptions and Constraints

The client will provide information related to:

- Data Source
- Database/Source Type (SQL Server, Access, Oracle, etc...)
- Type of Data (tabular, documents, permits, financial, etc...)
- Active data usage
- Point of Contact who know the data structure and content usage
- Provide data validation and testing resources

Customization

Dude Solutions delivers each of its products as a Commercial Off-The-Shelf (COTS), multi-tenant cloud-hosted applications that we configure to meet our clients' needs. Due to robust configuration capability and an intuitive UI, our products typically meet our client use cases out of the box. In rare cases where this isn't true, unique customization requests can be handled on a case-by-case basis.

Upgrade Processes

Dude Solutions runs a standing maintenance window each Wednesday night at midnight through which release notes are posted inside the app the day before being distributed. For any material workflow change where user action is required or a key work flow changes, users get seven days advance notice via in app notifications and emails.

Regular system maintenance is performed weekly during non-business hours (10:00 PM ET to 6:00 AM ET; Monday through Friday). Regular system maintenance can result in brief interruptions to system availability (but still maintaining the overall 99.5% 24x7 availability target).

79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	<p>Dude Solutions has a documented information classification policy for protecting information that is critical to the organization and its Customers. Information must be classified according to the risks associated with its storage, processing, and transmission. Consistent use of the information classification policy facilitates efficient business activities and insures all information is appropriately safeguarded. All Customer data is classified at the CONFIDENTIAL level as a minimum.</p> <p>Data Storage</p> <p>Dude Solutions stores Customer data in commercial state-of-the-art secure data centers. These data centers undergo annual SSAE-18 type II audits and certification. Currently, the data centers are located in North Carolina (primary) and Pennsylvania (disaster recovery). Dude Solutions also uses Amazon S3 and Glacier (Eastern US) for long term archiving of data. Dude Solutions does not store Customer data outside of the United States.</p> <p>Data Encryption at Rest</p> <p>Sensitive credentialing data, such as passwords, are salted/hashed using Password Based Key Derivative Function, also known as PBKDF2. In addition to the hashing of credentialing data, all other databases are encrypted at rest in data center hardware using AES-256 encryption.</p> <p>Data Encryption in Transit</p> <p>All user communication with Dude Solutions applications is via securely encrypted TLS/SSL (TLS v1.1 minimum) communication channels (https). Dude Solutions uses the most current technology for our SSL certificates: 2048 bit key, SHA-2 signature algorithm, and industry standard CA providers. Insecure cipher keys are not used.</p> <p>Customer uploads of data -- if required -- are performed using secure FTP (SFTP) connections. IPSec VPN tunnels and TLS\SSL are used to transfer data between locations for disaster recovery and offsite backup.</p> <p>Data Segmentation</p> <p>Dude Solutions provides multi-tenant Software as a Service (SaaS) solutions. Customer data is logically segmentation based on unique Customer ID numbers. Data segmentation is enforced by constraints at both the application and the database management system level. Files attached to records in the applications are stored in separate folders on a file system.</p> <p>Data Leak Prevention</p> <p>Dude Solutions uses a third party managed security service (MSS) which provides firewall management, IDS and IPS. Dude Solutions' MSS actively monitors network traffic and takes appropriate/specified action when security events occur.</p> <p>For more information</p> <p>Please refer to the attached business continuity overview for more information about our data integrity and protection standards.</p>
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<p>80</p>	<p>Describe your strategy related to implementation, integration and use of installation partners.</p>	<p>Implementation Strategy</p> <p>Dude Solutions' implementation combines both offsite (virtual) and onsite implementation.</p> <p>The Implementation Process for Asset Essentials is composed of the following stages:</p> <p>Planning & Requirements Account Configuration User Training and Acceptance Launch</p> <p>The Planning and Requirements phase begins with an Orientation Call. The purpose of this call is to acquaint one another with key stakeholders, identify contact information, discuss objectives and milestones, and officially kick-off implementation. During this call, the Project Coordinator aligns your business objectives with an implementation plan and resources tailored to the features and functionality of the application you plan to utilize. Both Parties shall mutually agree on the appropriate milestones to be set forth in the implementation plan prior to initiating the regularly scheduled requirements meetings. During the ongoing meeting, Dude Solutions shall be responsible for guiding and consulting with the Client's Project Team to discuss, gather and document the business requirements in our Production Requirements Document (PRD). Dude Solutions shall complete and submit this to the Client for its review and approval.</p> <p>The Account Configuration phase shall commence upon receipt from Client of final written approval of the PRD, all required deliverables and templates necessary for Dude Solutions to complete the configuration and customization of the Dude Solutions application. During the Account Configuration Phase, Dude Solutions may require Client to review and approve specific, smaller components of the overall implementation in order to configure and customize a subsequent component.</p> <p>During the User Training and Acceptance phase Client will have the ability to conduct test cases as determined by Client in consultation with Dude Solutions to determine whether the product performs in accordance with the application's documentation, the Agreement, and the specifications for Client's documented business requirements. During the Acceptance Period, Client will conduct Acceptance tests in accordance with the Test Cases, and will report any defects discovered in Client's testing, in accordance with the process for reporting that shall be agreed upon by the Parties during the Requirements Phase.</p> <p>The Launch phase shall commence upon written Acceptance of the implementation provided by Client to Dude Solutions.</p> <p>A multi-phased implementation would require an interactive approach for multiple user groups across project sites. These phases would be repeated, as needed, based on the client's requirements.</p> <p>Integration</p> <p>Dude Solutions manages some direct connections through our Connector tool, which will be scoped during the proposal phase for each client.</p> <p>With regards to other API integrations that fall outside of this traditional scope: Client will be responsible for all data integration points. Dude Solutions Inc.'s will provide API documentation. However, resources to manage integrations with third party software will be the responsibility of the client. Dude Solutions Inc. has decided not to have specific integrations with other solutions in order provide our clients the freedom to leverage our data in any system, provided there is capability, instead of a select few.</p> <p>Installation Partners</p> <p>Dude Solutions does not use installation partners.</p>
<p>81</p>	<p>Identify any mobile applications available for your offered solutions, if applicable.</p>	<p>Dude Solutions offers dedicated mobile applications for two of our systems: SmartGov and Asset Essentials.</p> <p>All other products are accessible through web browsers on any internet-ready device.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Dude Solutions Financial Disclosure Form - 7.8.20.pdf - Wednesday September 02, 2020 09:36:40
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - Clearlake Capital Group - Minority Ownership Certificate (12.1.2019).pdf - Tuesday September 01, 2020 12:14:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Price Book.pdf - Tuesday September 01, 2020 11:27:40
 - [Additional Document](#) - Sourcewell data sheets.pdf - Wednesday September 02, 2020 08:58:08

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 090320-SDI**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Brightly Software, Inc.** (Supplier).

Sourcewell awarded a contract to Dude Solutions, Inc. to provide Public Sector and Education Administration Software Solutions with Related Services, to Sourcewell and its Participating Entities, effective November 6, 2020, through November 2, 2024 (Contract).

Supplier notified Sourcewell that it changed its name to Brightly Software, Inc. Supplier has requested modification to the Sourcewell Contract to reflect the name change.

The parties wish to amend the Contract as follows:

Throughout the Contract, the name "Dude Solutions, Inc.," will be replaced with "Brightly Software, Inc."

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

Sourcewell

Brightly Software, Inc.

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
By: Dan Grandini
Dan Grandini, President

Date: 3/10/2022 | 8:33 AM CST

Date: 3/9/2022 | 7:00 PM EST

Approved:

DocuSigned by:
By: Chad Couette
Chad Couette, Executive Director/CEO

Date: 3/10/2022 | 8:34 AM CST



PREPARED FOR

City Of Post Falls ("Subscriber")

Ronald G. Jacobson
Mayor, City of Post Falls
408 North Spokane Street
Post Falls, ID 83854

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

June 28, 2023



Q-368436

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

First invoice to be sent on or after October 1, 2023

Term: 61 months (09/01/2023 - 09/30/2028)

Services				
Item	Start Date	End Date	Discount % Sourcewell	Investment
Asset Essentials Core Plus	9/1/2023	9/30/2024	21.00%	24,653.99 USD
- Parks, Recreation and Forestry Module	9/1/2023	9/30/2024	21.00%	Included
Asset Essentials Connector Toolkit	9/1/2023	9/30/2024	21.00%	4,394.70 USD
- Dude Analytics	9/1/2023	9/30/2024	21.00%	Included
- Asset Essentials Inventory	9/1/2023	9/30/2024	21.00%	Included
Capital Predictor Enterprise	9/1/2023	9/30/2024	21.00%	14,348.05 USD



Services				
Item	Start Date	End Date	Discount % Sourcewell	Investment
- Predictor Parks, Recreation and Forestry	9/1/2023	9/30/2024	21.00%	Included
Multi Product Bundle Promotion	9/1/2023	9/30/2024	15.00%	-4,504.05 USD
4.0 Month(s) included at no additional cost on the first term 09/01/2023 - 12/31/2023				-13,369.70 USD
				Subtotal: 25,522.99 USD
Professional Services				
Item			Discount % Sourcewell	Investment
Asset Essentials Connector Toolkit Training			5.00%	1,340.45 USD
Asset Essentials Core Implementation with Consulting			5.00%	13,016.90 USD
Capital Predictor Enterprise Implementation				16,840.00 USD
				Subtotal: 31,197.35 USD
Total Initial Investment				56,720.34 USD

- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.



Subscription					
Item	Discount % Sourcewell	Investment Year 2 Start Date: 10/01/ 2024	Investment Year 3 Start Date: 10/01/ 2025	Investment Year 4 Start Date: 10/01/ 2026	Investment Year 5 Start Date: 10/01/ 2027
Asset Essentials Core Plus	21.00%	23,440.26 USD	24,143.46 USD	24,867.77 USD	25,613.80 USD
- Parks, Recreation and Forestry Module	21.00%	Included	Included	Included	Included
Asset Essentials Connector Toolkit	21.00%	4,178.35 USD	4,303.70 USD	4,432.81 USD	4,565.80 USD
- Dude Analytics	21.00%	Included	Included	Included	Included
- Asset Essentials Inventory	21.00%	Included	Included	Included	Included
Capital Predictor Enterprise	21.00%	13,641.68 USD	14,050.93 USD	14,472.46 USD	14,906.63 USD
- Predictor Parks, Recreation and Forestry	21.00%	Included	Included	Included	Included
Multi Product Bundle Promotion	15.00%	-6,189.04 USD	-6,374.71 USD	-6,565.96 USD	-6,762.93 USD
Total:		35,071.25 USD	36,123.38 USD	37,207.08 USD	38,323.30 USD



Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.



- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support
 - 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System



- Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call	█													
LMS (Learning Management System) Review and Q&A		█	█	█	█									
Discovery Call			█											
Data Review					█									
Data Loading						█	█							
Account Configuration						█	█							
UAT (User Acceptance Testing)								█	█					
User Training								█	█					
Post-Consulting Call									█	█				
GLS (Go Live Support)										█	█	█	█	
Project Close														█

Change Management:



Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

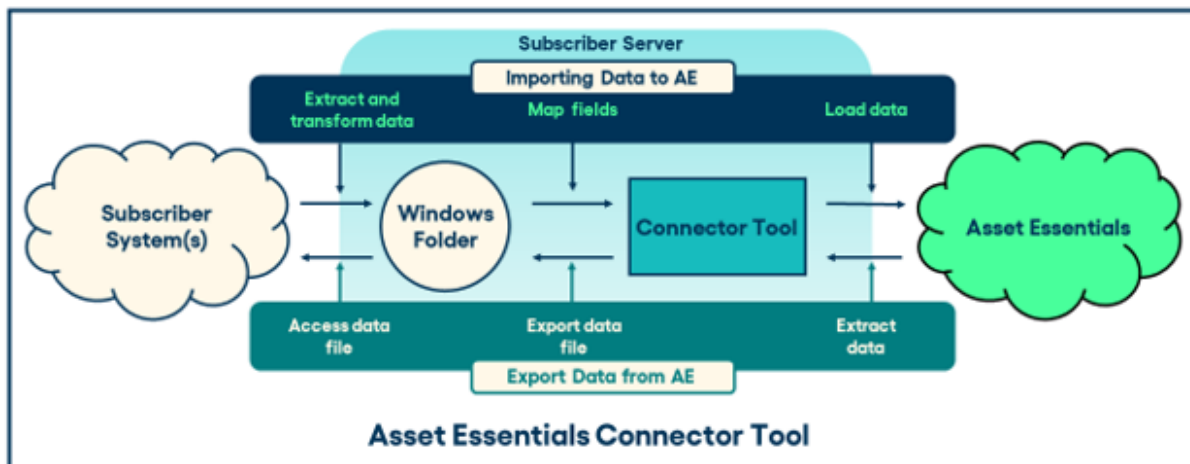


Asset Essentials Connector Tool

Summary:

Company will provide specified professional consulting services to Subscriber to implement the Asset Essentials Connector Tool. The Connector Tool is an on-premises tool for exporting data from Asset Essentials into a folder or importing data from a folder in CSV (comma-separated value) file format. These professional services include meeting with a key Subscriber stakeholder to review data flow requirements, review field mapping for CSV file import, map Assets Essentials data fields to CSV file for export and train the Subscriber on all Connector Tool functionality.

Overview diagram (does not represent what is being delivered):



In Scope: The below will be considered in scope of this SOW:

1. Asset Essentials Connector Tool implementation
2. Asset Essentials Connector Tool training

Deliverables:

- Project initiation and discovery (discuss data flow requirements)
- System requirements and direction on where to download the Connector Tool provided
- Testing connectivity between Asset Essentials and the Connector Tool
- Training provided on: Asset Essentials available tables; field mapping, filtering, scheduling within the Connector Tool; CSV file import/export requirements based on data flow requirements
- Recommend changes needed to CSV file



- Demonstrate an export using the Connector Tool and import assuming the Subscriber is able to provide a compatible CSV file

Acceptance Process:

As each deliverable is completed, the Company Project Coordinator or Consultant will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery completed
- Subscriber has downloaded and deployed the Connector Tool
- Company has trained Subscriber on the Connector Tool

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- If importing data applies, import data file must be provided by Subscriber with required Asset Essentials fields.
- If exporting data applies, Subscriber is responsible for supplying mapping, creating a script (if applicable) to monitor the output location, and importing of the data file into any Subscriber systems.
- Responsible for providing an always on Windows environment to support the Connector Tool.
- Responsible for creating a Windows folder or SFTP site.

Company Assumptions:

- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be



interpreted as acceptance.

- Company will not access or is not responsible for exporting or importing data out of Subscriber system(s) or creating any scripts to automate the process or transforming/modifying any CSV import files into the Connector Tool.
- Any API needs will be considered out of scope of this service.

Project Schedule:

From project initiation to demonstration, this service will take no longer than 8 hours to complete.

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

Once all deliverables have been completed, this service will be billed at 100%.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Predictor Enterprise Model Development - Statement of Work

Starter Package

Purpose

The purpose of the Predictor Enterprise Model Development, as scoped herein, is to build the working first-generation asset lifecycle model* required to realize the value that a Predictor Enterprise subscription has to offer in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will use their expertise along with the Client's provided data and input, to develop a lifecycle model.

Value

By partnering with Brightly, you are provided expert consulting and configuration of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Model Development Service includes:

- Consultant to build lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);

*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that while the model is built using the Consultant's expertise, it may not yet be mature or accurate enough for actual decision-making purposes since additional client input is required. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a lifecycle model will be developed for the asset class(es) identified below:

Methodology and Approach

Task 1: Pre-Workshop Kick-Off Meeting and Preparation

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for the data gathering.

Sub-Task 1.1: Kick-Off Meeting

[Remote Task: up to 2 hours duration]



The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Address any scope, logistical, or scheduling questions.

Sub-Task 1.2: Initial Model Preparation

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. A meeting with a Client IT representative may be necessary if there are any installation questions.

Client Responsibilities

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
2. Determine who will participate in the data gathering and model review. Company suggests that participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.
3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, & replace, and budget & planning strategies. These resources will be provided to the Consultant for review prior to the initial model preparation.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host any required meetings using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

Deliverables

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.



Task 2: Lifecycle Model Building

[Remote Task: Two-day duration]

Consultant will utilize Client data and input to refine the asset lifecycle model for the scoped asset(s).

The format is as follows:

1. Initial Model Presentation and Discussion

Workshop Session 1: (3 hours)

Participants: Senior Managers, Asset System Managers and their designee(s), GIS staff, Project Manager

Consultant will step the workshop participants through the initial model, explaining the criteria used and the results. This will include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
- i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
- j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.

Client will have the opportunity to provide some input for the model during this session, which may be incorporated at the Consultant's sole discretion to further enhance the initial model.

Client Responsibilities

1. Consultant will host the meetings using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the



workshop.

Deliverables

1. Remote Workshop session facilitated by an Company Selected Consultant as described herein.
2. Predictor Enterprise model files as developed.
3. Copies of any data that has been modified during the process.

Task 3: Post Workshop Support

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the first-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support as it becomes desired by the Client staff who participated in the Task 2 workshop. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support is in addition to Company's standard support services.

1. All support will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some additional development of lifecycle models, reports, or other material in consultation with the Client as deemed appropriate.
3. Support are limited to staff who participate in the workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.



- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

Excluded from Services

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.
- Training in Predictor software/model development.

Milestone Billing - Invoice Schedule

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met. Below is the schedule for the billing milestones and the related percentage.

Predictor Enterprise Model Development Milestones	Description	Percentage
Kickoff and Data Gathering	Kickoff meeting and initial model preparation (Task 1)	50%
Workshop Sessions and Wrap Up	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-368436 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Q-328928

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year last written below.

Brightly Software

By: DocuSigned by:
Michael Knox
A9B6E81FDE10455...
 [Signature]
 Name: Michael Knox
 [printed or typed]
 Title: VP of Sales
 Date: 11 July 2023

City Of Post Falls

By: _____
 [Signature]
 Name: _____
 [printed or typed]
 Title: _____
 Date: _____

By: DocuSigned by:
Melissa Buchanan
C651E090F214492...
 [Signature]
 Name: Melissa Buchanan
 [printed or typed]
 Title: Legal Operations Manager
 Date: 11 July 2023



A Siemens Company

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software (“Company”). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. Subscriber agrees to the terms of this Agreement by clicking the button or using any Offering and therefore indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “ACCOUNT” OR “SUBSCRIBER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings

1.1 Company Cloud Service; Subscriber-Hosted Software.

(a) **Company Cloud Service.** Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for the Subscription Term.

(b) **Subscriber-Hosted Software.** Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

1. Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).
2. Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.
3. Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. “Environment” means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber-Hosted Service will be used.

1.2 Ordering.

(a) **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during their Subscription Term, including all Content contained in or made available through the Cloud Service(s). Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement’s terms.

(b) **Account Setup.** To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.

(c) **Subscriber Responsibilities.** Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber’s obligations under this Agreement whether they are accessing Cloud Services on Subscriber’s behalf, at Subscriber’s invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account’s access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber



acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber's behalf. Further, Subscriber shall: (i) be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) take responsibility for the security of Subscriber's systems, including the software on Subscriber's systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services.

(d) **Usage Restrictions.** Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; (x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(e) **Additional Guidelines.** Company reserves the right to establish or modify its Cloud Service offerings, general practices and limits concerning use of the Cloud Service, and if applicable provide alternative Cloud Service offerings and practices, with approximately thirty (30) days' prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) **Links to Third Party Websites.** To the extent that the Cloud Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided by Company. Company shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(g) **Previews, No-Charge Offerings.** From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as Previews. Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an "as-is" basis and "as available" basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, "Derivative Works"), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Content to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use



aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the “De-Identified Data”) in order to improve the Cloud Service and Company’s performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-identification cannot be traced back to Subscriber or natural persons. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to Company by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Cloud Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company’s Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the “Service Standard”). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber’s delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber’s or its Account User’s Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. “Scheduled Downtime” means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers’ Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber’s processor of personal data provided by Subscriber, the data is subject to Company’s Privacy Policy, which can be viewed by clicking the “Privacy” hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber’s export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a “Covered Entity” under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, “HIPAA”), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber’s “Business Associate” under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. “Data Protection Legislation” means (i) the United Kingdom’s Data Protection Act 2018, and (ii) the General Data Protection Regulation (“GDPR”) and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as “Data Controller” (defined in accordance with the Data Protection Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum (“DPA”) must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and



Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 Relationship to Third Parties. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 Ownership. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment

4.1 Fees. Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 Automatic Payments. If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 Purchases through Resellers. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.



Section 5.0 Term and Termination

5.1 **Subscription Term.** This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the “Subscription Term”). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 **Effect of Termination.** Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber’s right to access, use or receive the affected Order or Order items automatically terminate. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 **Survival.** The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 **Representations.** Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 **Warranties.**

(a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber’s exclusive remedy and Company’s entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber’s exclusive remedy and Company’s entire liability shall be the re-performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers’ needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.



(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Intellectual Property Indemnification.

(a) *Indemnity by Company.* Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) Intentionally omitted.

6.4 Limitation of Liability.

(a) **The entire, aggregate liability of Company and Subscriber is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company or Subscriber be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company and Subscriber will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of each party and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4.**

Section 7.0 Confidentiality

7.1 **Definition of Confidential Information.** "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research,



personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 Compelled Disclosure. Subject to the requirements set forth in the Idaho Public Records Law, Idaho Code title 74, chapter 2, both parties agree to keep the other party's Confidential Information confidential and will protect the information from unauthorized use. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 General. Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 Checks. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.

8.3 Non-Acceptable Use of Offerings and Cloud Services. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content



unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 Information. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 Intentionally omitted.

8.6 Reservation. Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 Publicity. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 Relationship of the Parties. Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 Assignment. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6 Force Majeure. Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7 Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or



interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

(a) In the **United States and all other domiciles not otherwise mentioned**, the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Idaho, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Kootenai County, Idaho. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.

(b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.

(c) In the **United Kingdom or a country in Europe**, the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.

(d) In **Australia, New Zealand, a country in Asia/Oceania**, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

9.8 Company Affiliates and Subcontractors. Company or its Affiliates may exercise Company's rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement, including any applicable Order, is the entire agreement between Subscriber and Company regarding Subscriber's use of the Cloud Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by means of manual signatures or electronic signatures or via an online mechanism. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 Intentionally omitted.



9.16 USA Government Subscribers. The Cloud Service and its Documentation and Content are “Commercial Items,” “Commercial computer software” and “Computer software documentation” as defined in the Federal Acquisition Regulations (“FAR”) and Defense Federal Acquisition Regulations Supplement (“DFARS”). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 “Access Credentials” means any user’s name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Cloud Service.

10.2 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Cloud Service(s).

10.3 “Account User” means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber’s request, or by a third party authorized by Subscriber.

10.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

10.5 “Brightly IP” means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.

10.6 “Cloud Service” or “Cloud Services” means Company’s branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.

10.7 “Content” means audio and visual information, documents, content, materials, products and/or software.

10.8 “Documentation” means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.

10.9 “Brightly Software” or “Company” means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, Brightly Software Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.

10.10 “Order” means Company’s ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

10.11 “Offering” means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

10.12 “Previews” means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

10.13 “Professional Service” means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).

10.14 “Subscriber” means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.

10.15 “Subscriber Data” means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.



10.16 “Subscriber-Hosted Software” means Company’s suite of cloud software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

10.17 “Subscription Fee” means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.

10.18 “Third Party” means a party other than Subscriber or Company.

10.19 “Third Party Content” means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.

[Remainder of page intentionally left blank; signature page to follow]



IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Brightly Software, Inc.

City Of Post Falls

DocuSigned by:
Michael Knox
A9B6E81FDE10455...
Signature

Signature

Michael Knox

Print Name

Print Name

VP of Sales

Title

Title

11 July 2023

Date Signed

Date Signed

Brightly Software, Inc.

DocuSigned by:
Melissa Buchanan
C651E090F214492...
Signature

Melissa Buchanan

Print Name

Legal Operations Manager

Title

11 July 2023

Date Signed



PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Brightly Software ("Company") and Subscriber, as defined in the Agreement. This Addendum applies to the extent that Subscriber and Company execute an Order Form that includes a Statement of Work ("SOW") for the provision of Professional Services to be provided by Company for Subscriber.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM OR BY OTHERWISE ACCESSING AND USING THE PROFESSIONAL SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

1. PROFESSIONAL SERVICES.

1.1 Scope. Company will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of the Agreement and all applicable SOWs or Order Forms. Unless otherwise specified in an applicable SOW or Order Form: (i) Company will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials. Company is only obliged to supply Professional Services as expressly stated in the SOW and shall not be obliged to supply any Professional Services and/or Deliverables until both Parties have approved the applicable SOW.

1.2 Scheduling. Company requires at least 6 weeks advanced notice from the acceptance of an Order Form or reseller purchase to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order Form or reseller purchase includes the additional fees and incidental expenses associated with multiple visits.

1.3 Unused Professional Services. Unless otherwise specified in the applicable SOW, any unused order for Professional Services will expire 6 months from the date of order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

1.4 Relationship to Other Services. The Addendum is limited to Professional Services and does not convey any right to use any other Company Services. Subscriber agrees that Professional Services is not contingent on the delivery of any future Service functionality or features other than Deliverables,, or on any oral or written public comments by Company regarding future Service functionality or features.

1.5 Subscriber Cooperation. Subscriber will cooperate reasonably and in good faith with Company in its performance of Professional Services by: (i) providing access to Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under the SOW or Order Form, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.

1.6 Acceptance. Any Deliverables are stated in the SOW or Order Form. Unless otherwise specified in the applicable SOW, Deliverables will be considered accepted upon Subscriber's written notice thereof (e-mail is sufficient) or two (2) business days from delivery whichever is sooner, provided Subscriber's rejection is limited to failure to materially conform to the SOW's specifications. An effective notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, Company may revise and redeliver the Deliverable, and thereafter the procedures of this Section will repeat.

1.7 Change Order. Changes to Professional Service defined in an Order Form, SOW or reseller purchase, shall require a written Change Order signed by the parties prior to implementation of such change(s). Changes may include, for example, alterations to the Professional Service scope of work, Deliverables or changes to fees or schedule.

2. FEES & PAYMENT TERMS.

2.1 Payment. Subscriber will pay Company the fees specified in each SOW or Order Form contained therein. Unless the SOW or Order Form provides otherwise, Subscriber will pay Company within thirty (30) calendar days from the date of invoice. Where multiple onsite visits are scheduled, the Professional Services, fees and incidental expenses shall be invoiced upon the completion of each visit.

2.2 Incidental Expenses. Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 5% inflation such estimate without the written consent of Subscriber.

3. TERM AND TERMINATION.

3.1 Term. Each SOW term shall begin on the effective date specified in the applicable SOW or Order Form and end on the date that the Professional Services are completed. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable SOW. Termination shall be in accordance with the Agreement.

3.2 Termination. Either party may terminate a SOW or this Addendum for the other's material breach of such SOW or this Addendum, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the Agreement.

3.3 Effect of Termination. Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee, Subscriber will pay Company such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Subscriber will pay Company the reasonable value of the Professional Services rendered by Company up to the termination date. Termination of a SOW for any reason, including without limitation for cause, will not terminate any other SOW.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information as set forth in the Agreement.

4.2 Subscriber Data. Subscriber does not grant to Company any rights in or to Subscriber's intellectual property except such licenses as are required for Company to perform its obligations under the Agreement.



4.3 License for Deliverables. Upon payment of fees due under an applicable SOW or Order Form, Company grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Company's Services any Deliverables created by Company solely for Subscriber under this Agreement. Company and Subscriber each retain all right, title and interest in their respective Intellectual Property and Company retains all ownership rights in the Deliverables.

5. WARRANTY.

Company represents and warrants that all Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 5, Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

6. DISCLAIMER.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Company AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Company DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS SUBSCRIBER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, Company DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT Company WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

7. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.

Notwithstanding the Confidentiality obligations set forth in Section 8 of the Agreement and this Addendum, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that Company may be developing similar Professional Services and Deliverables for other third parties, (ii) Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit Company from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Company from re-using with another Subscriber or making generally available as part of Subscription Services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

8. IP INDEMNITY.

8.1 Indemnification by Company. In addition to the indemnification obligations set forth in Section 6 of the Agreement and subject to this Addendum, Company will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("**Claim**") made or brought against Subscriber by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Company in a monetary settlement of such Claim. Company's obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-Company products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, Company may, in its discretion and at no cost to Subscriber (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Subscriber's continued use of the Deliverable(s) in accordance with this Addendum, or (C) suspend use of the Deliverable in question and refund to Subscriber a pro rata portion of the fees paid for every month during which Subscriber is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.

8.2 Intentionally omitted.

THIS SECTION 8 STATES COMPANY'S SOLE OBLIGATION, AND SUBSCRIBER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION OF LIABILITY. IN ADDITION TO THE OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4 OF THE AGREEMENT.

10. MISCELLANEOUS

10.1 Order of Precedence. In the event of a conflict, the provisions of an authorized SOW will prevail over those of this Addendum. Neither party's acts nor omissions related to Professional Services, to a SOW, or to this Addendum, including without limitation breach of a SOW or of this Addendum, will give the other party any rights or remedies not directly related to the SOW in question.

10.2 Independent Contractor. The parties are independent contractors and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all of their compensation.

10.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.4 Force Majeure. Neither party will be responsible for failure or delay of performance of a SOW if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the



effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Professional Services upon written notice.

10.5 Non-Solicitation. Except where prohibited by law, during the Term of this Addendum and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of Company's employees or subcontractors without Company's prior written consent. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and general posting open positions.

10.6 Subcontractors. Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Addendum, except as otherwise specified herein.

10.7 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.

11. DEFINITIONS.

11.1 "Change Order" means a Company change order that changes the Professional Services as set forth on a SOW, Order Form or defined in a reseller purchase. Change Orders executed by both parties shall be incorporated by reference into the applicable SOW, Order Form or reseller purchase. A Change Order cannot change Services, as defined in the Agreement to include SaaS applications.

11.2 "Deliverable" means a deliverable under an SOW or Order Form.

11.3 "SOW" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Subscriber and Company or which is incorporated into an Order Form that is entered into between Subscriber and Company. A Company Affiliate that executed an SOW with Subscriber will be deemed to be Company as such term is used in this Agreement. SOWs or Order Forms are deemed incorporated herein by reference.

All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.



Exhibit A

ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the Subscriber does not indicate the Subscriber's support or opposition to these clauses nor acknowledgment by the Subscriber that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

- (1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Company employs ten (10) or more persons, then the Company certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).
- (2) **Government of China:** Company certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- (3) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Company certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).
- (4) **Employment of Bona Fide Idaho Residents:** If this Agreement contemplates public works construction, Company agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on the public works construction project (the "Project") in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Company employes less than fifty (50) employees on the Project, Company may employ up to ten (10%) nonresidents on the Project. In all cases, Company agrees to give a preference to bona fide Idaho residents. The parties agree that if the Project involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 07/18/2023

DATE: 07/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: John Beacham
SUBJECT: Implementation of Facilities Needs Assessment (Master Plan)

ITEM AND RECOMMENDED ACTION:

Staff are requesting guidance as to acceptable financial mechanisms to implement the Facilities Master Plan and an approach to the Streets administration upgrades currently under design.

DISCUSSION:

Introduction: In 2021, a Facilities Needs Assessment was completed. This study reviewed existing facilities and growth projections then developed an action plan to address the current deficiencies and near-term future needs. A financial plan was developed to implement the plan. The findings and recommendations were adopted by Council in late 2021. The final document can be viewed here: https://www.postfalls.gov/city_info/FacilitiesMasterPlan.pdf

Study Findings:

Recommended improvements were listed for each area of the City's facilities:

- Land Purchases were recommended for an expansion of the Police Department Campus and to facilitate a new Public Works Operations Center, to be built well into the future.
- City Hall remodels were recommended to improve usability by citizens and to accommodate the need for additional office space.
- The Parks operations campus at Black Bay Park had several recommendations for more effective operations. These included constructing a stand-alone administration building, remodeling the shop once the current admin offices were relocated, and various improvements to the operations yard and equipment storage.
- Recommendations for the Police Department included an interim remodel and then a significant expansion, with site improvements also constructed toward the end of the planning period of 20 years.
- The Water, Streets, and Fleet divisions of Public Works currently operate out of space at the Water Reclamation Facility. Future expansions of this facility necessitate relocating these functions offsite. Since this relocation is more than 10-years distant, immediate interim improvements are also recommended to address current deficiencies.

Financial Plan:

Financing to implement the plan was envisioned in two steps. Initially, projects would be paid for with cash from an initial deposit into the Facilities fund and annual contributions from Police impact fees and a general fund allocation. Midway through implementation, these funds would become insufficient for the remaining projects and a bond was recommended to fund several significant projects including the Public Works relocation and the expansion of the Police Facility parking and storage.

In the FY23 budget, \$500K is assigned to be utilized toward plan implementation. The plan itself calls for increasing this contribution by \$120K annually. At the beginning of FY23, the balance for this fund

was approximately \$9M.

Implementation Progress:

To date, progress has been made on implementing the recommendations of the Facilities Plan. Specifically, land has been identified and purchased for both Public Works and the Police Department. Design is underway for the first phase City Hall remodel, the Streets administration improvements, and the Water/Wastewater administration improvements. Budget requests have been submitted for FY24 to install improvements to the Streets and Parks operations yards.

As the implementation is being carried out, both challenges and opportunities have arisen. The primary challenge involves project costs. Since 2021, instead of the 4% annual construction inflation, costs have increased by approximately 25% to 30% over two years. On the opportunity side, the City was able to use outside funding for the Police land purchase and is in a position to consider how best to approach the Streets improvements with the new land having been purchased. Nonetheless, under the current financial plan funding will be insufficient to complete the necessary projects.

An interesting and challenging wrinkle to the financial plan is the projected future costs of construction. Since a large infusion of funding was made following plan adoption, delaying projects causes them to become more expensive compared to the available cash. In fact, for the \$45M+ projects planned beyond 2027, each year of delay adds approximately \$1.8M in total costs if construction inflation returns to the assumed 4% annually.

Financial Options (General):

Generally, several options exist to provide the additional funding necessary to implement the plan. These include:

- Increasing the annual contribution to the Facilities Fund,
- Eliminating projects,
- Postponing projects,
- Dedicating unspent general fund dollars, and
- Financing projects.

Increasing the annual contribution generally means prioritizing this need over other City needs. This can be done, to a small extent however significant adjustments will cause issues in maintaining service levels elsewhere in the budget.

Eliminating projects is not recommended as unnecessary projects were eliminated during the Facility Needs Assessment process. Postponing projects to build up funds is also challenging due to construction inflation. The annual contribution would need to be increased in an amount exceeding the inflation cost for each delayed project to make headway.

Each year, a small portion of the general fund budget is not spent. This is by design, as a conservative approach is used in developing the budget. Either by policy or by practice, these funds could be allocated toward facility upgrades on an annual basis. These funds are usually appropriated to other needs which have arisen. Those solutions would be postponed or compete with other efforts in the annual budget process if this practice changed.

Finally, the City has access to bond financing either directly or via lease-to-own agreements called Certificates of Participation. These certificates have to be annually appropriated. This financing could be used to fund more expensive projects with the debt paid off in subsequent years. This method allows needs to be met in a timely manner and allocates costs over time. However, this constrains future actions of the City due to the future obligations.

Streets Case Study:

The existing Streets/Fleet administration building is the former Post Falls Mazda dealership. Very little in the way of modernization has been done to the facility; it has simply been used in its current state.

An immediate need for several upgrades was noted in the facility plan: moving restroom access from outdoors to indoors, increasing restrooms capacity from two single stalls, adding locker room/changing facilities, and increasing the breakroom to accommodate current and near-term staffing levels. The office spaces and meeting rooms would be upgraded at the same time.

The Facility Plan allocated about \$600K for these improvements. However, due to cost increases and complications with the structure, an architect's estimate at the 60% design phase was over \$1M. Staff worked with the architect to trim the scope of the project, however the majority of cost is related to the restroom and locker facilities. The improvements associated with a scaled back project represent a poor value to the City.

Staff also worked with the architect to develop a planning level cost to relocate to the newly purchase Public Works Operations Center sooner than anticipated. The estimated cost for this alternative is approximately \$5M. If cost were less of a consideration, staff would recommend beginning work on the PW Operations Center rather than investing in the current campus which will eventually be replaced by Water Reclamation treatment facilities.

Using the existing facilities funds toward the Operations Center is an option. However, this would require additional funding to be secured for subsequent large projects, specifically the Police Department expansion in 3-4 years.

Staff recommend moving forward with the Operations Center project if Council supports one of the methodologies to allocate the necessary funding for future projects. However, if those changes to funding are not supported, staff recommends constructing the \$1.1M upgrade and using that facility as long as possible. This is not the best value long-term but is the least-cost option in the short term.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

2021 Facilities Needs Assessment – December 2021 (including several workshops during development)

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No financial decision is requested. Guidance will inform staffs approach to the financial management of facilities upgrades.

BUDGET CODE:

N/A