

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA**

May 9, 2023

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Meeting Announcements - Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive Comments From The Public

Public Notices

Code Home Rule Bill No. 1-2023 Erosion and Sediment Control, Flood Plain Management, Forest Conservation, Subdivision of Land

Adoption Notice

Agricultural Preservation Advisory Public Hearing

Hearing Notice

Consent Items

#1 - Regular Session Minutes, May 2, 2023

#2 - Liquor Minutes, May 2, 2023

#3 - Radcliffe Creek School, Raffle Only, May 27, 2023

Proclamations

Ernest Wicks, Captain and Steve Wallace, Captain, Kent County Detention Center
Correctional Officers and Employees' Week

Louise Miller and Sarah Sayre

National Gun Violence Awareness Day In Kent County

Appointments

Dr. Karen Couch, Superintendent, and Kreigh Kirby, Accountant, Kent County Public Schools

Kent County Public Schools FY 2023 Pass-Through Grant Concurrence Letter

Katie Dilley, Executive Director, Mid Shore Behavioral Health, Inc.

Annual Presentation

Charles Mills, GAFF Consultancy

Administrative Charging Committee Recommendations

Departmental Appointments

Dennis Hickman, Sheriff, Kent County Sheriff's Office

Purchase of Computers

Ernest Wicks, Captain and Steve Wallace, Captain, Kent County Detention Center

Request Approval To Move Funding

Bill Mackey, Director, Planning, Housing and Zoning

Stabilization and Landscaping of Rigbie Slope at Betterton Beach - Change Order

Scott Boone, Director, Information Technology
Audio Visual Equipment Disposal Policy
Town of Betterton Request

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Scott Boone, Director, Information Technology
Request to Reallocate Funds

Public Works Director

Worton Park Orem Field Lighting Upgrade Purchase

Contract Award

Grounds Maintenance Facility Paving

Contract Award.

400 High St. Fascia / Cornice Repairs

Contract Award

County Administrator

Dr. Michael Harvey, Provost and Dean, Washington College

Request For A Letter Of Support

Jamie Williams, Director, Economic and Tourism Development

Economic and Tourism Development Commission Member Appointment

County Administrator Report

Jeremy J. Rothwell, Secretary, Community Fire Co., Inc.

Request for Vehicle Surplus

Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

License Update

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

License Update

Letters for Signature

Social Services Advisory Board

Public Comment/Media Review

Procedures For Public Comment

For Your Information

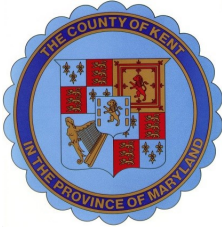
Jamie Williams, Director, Economic and Tourism Development

Christine McPhearson, Project Manager, Maryland Department of Housing and
Community Development

Contingency Fund

Contingency and Use of Fund Balance Report

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)



**Code Home Rule Bill No. 1-2023 Erosion and Sediment Control, Flood
Plain Management, Forest Conservation, Subdivision of Land
5/9/2023
County Commissioners Meeting**

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 1-2023 Erosion & Sediment Control, Flood Plain Management, Forest Conservation,
Subdivision of Land AN

CHR Bill No. 1-2023 Erosion & Sediment Control, Flood Plain Mgmt., Forest Conservation, Subdivision
of Land



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

PUBLIC NOTICE

Adoption of Code Home Rule Bill No. 1-2023 Erosion and Sediment Control, Flood Plain Management, Forest Conservation, Subdivision of Land

AN ACT to delete the contents of certain chapters of the Code of Public Local Laws of Kent County to reflect actions taken in 2002, whereby the contents of these Chapters were relocated to Chapter 222 Zoning of said Public Local Laws by the adoption of the Kent County Land Use Ordinance as a unified development ordinance, and to indicate that these Chapters are "Reserved". The chapters for which contents are to be removed are Chapter 178 Erosion and Sediment Control, Chapter 182 Floodplain Management, Chapter 185 Forest Conservation, and Chapter 215 Subdivision of Land.

This legislation was adopted on April 18, 2023, without amendments; and the provisions of this Act shall take effect on June 2, 2023. This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "Sondra M. Blackiston".

Sondra M. Blackiston, Clerk

PUBLISH: KCN 05/04/23, 05/11/23, 05/18/23

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 8, 2023
Legislative Session Day

Legislative Session Day
March 8, 2023

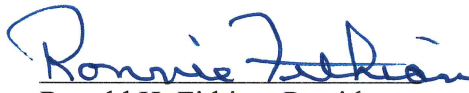
CODE HOME RULE
BILL NO. 1-2023

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to delete the contents of Chapter 178 Erosion and Sediment Control, Chapter 182 Floodplain Management, Chapter 185 Forest Conservation, and Chapter 215 Subdivision of Land in the Public Local Laws of Kent County, Maryland, and to indicate that these Chapters are "Reserved" to reflect actions taken in 2002, whereby the contents of these Chapters were relocated to Chapter 222 Zoning of said Public Local Laws by adopting the Kent County Land Use Ordinance as a unified development ordinance.

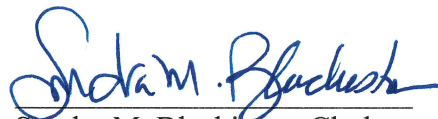
RECEIVED
CLERK, CIRCUIT COURT
2023 MAY -3 A 10:03
KENT COUNTY

THE COUNTY COMMISSIONERS OF KENT COUNTY


Ronald H. Fithian, President

INTRODUCED, read first time, March 8, 2023, ordered posted and public hearing scheduled March 29, 2023, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:


Sondra M. Blackiston, Clerk

PUBLIC HEARING HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on March 29, 2023. Reported favorably without amendments; read a second time and ordered to be considered on April 18, 2023, a legislative session day.

A BILL ENTITLED CHR 1-2023 DELETE CHAPTERS 178, 182, 185, AND 215

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that the Kent County Public Law is hereby amended as follows:

Section 1.

The following Chapters are deleted in their entirety and the entries below are hereby substituted:

~~Chapter 178 Erosion and Sediment Control~~

~~Chapter 182 Floodplain Management~~

~~Chapter 185 Forest Conservation~~

~~Chapter 215 Subdivision of Land~~

CHAPTER 178 (RESERVED)

CHAPTER 182 (RESERVED)

CHAPTER 185 (RESERVED)

CHAPTER 215 (RESERVED)

Section 2.

Explanatory notes similar to those notes found under Chapter 210 (Reserved) are to be included by the editor of eCode360.

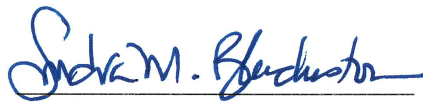
BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 2nd day of June, 2023.

Read Third Time April 18, 2023

PASSED this 18th day of April, 2023

Failed of Passage _____

By order of:



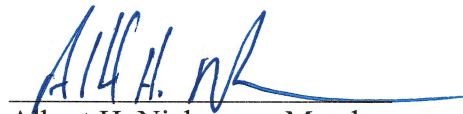
Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS OF KENT COUNTY

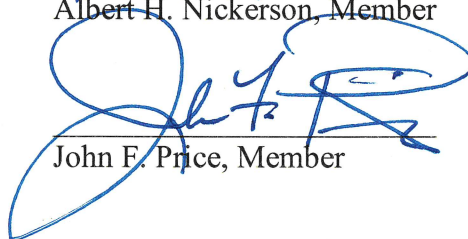
(SEAL)



Ronald H. Fithian, President



Albert H. Nickerson, Member



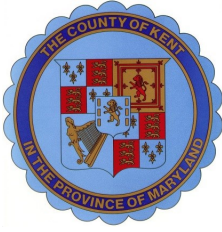
John F. Price, Member

ORDERED a fair summary thereof of the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.

BILL NO. 1-2023

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.



Agricultural Preservation Advisory Public Hearing 5/9/2023 County Commissioners Meeting

Item Summary:

Hearing Notice

ATTACHMENTS:

Description

05.09.23 Agricultural Preservation Advisory Public Hearing Notice



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

NOTICE OF PUBLIC HEARING

The County Commissioners of Kent County, Maryland will hold a Public Hearing on Tuesday, May 16, 2023, at 6:00 p.m. in the County Commissioners' Hearing Room, R. Clayton Mitchell Jr., County Government Center, 400 High Street, Chestertown, MD for the purpose of discussing the voluntary creation of Agricultural Land Preservation Districts for the following:

Jack Coleman, Lambs Meadow Road (Map 20, Parcel 21)
Fry Cooper Farm LLC, 28151 Comegys Road (Map 21, Parcel 86)
Fry Cooper Farm LLC, 11471 Augustine Herman Hwy (Map 21, Parcel 83)
David Hill, 12192 Kennedyville Road (Map 21, Parcel 4)
Chris Jackman, 12986 Augustine Herman Hwy (Map 14, Parcel 3)
Lester C. Jones and Sons, Inc., 13121 Massey Road (Map 16, Parcel 5)
Lester C. Jones and Sons, Inc., Speer Road (Map 32, Parcel 4)
Owings and Sons Business Trust, 29960 Morgnec Road (Map 22, Parcel 25, Lots 1 and 2)
Rich Levels at Mill Creek LLC, 32269 Galena Sassafras Road (Map 16, Parcel 2)
Thomas Wiltbank, 10187 Augustine Herman Hwy (Map 28, Parcel 42)

The meeting is open to the public. No later than noon on Friday, May 12, 2023, citizens may call 410-778-4600 and press 4 or email kentcounty@kentgov.org to receive further instructions.

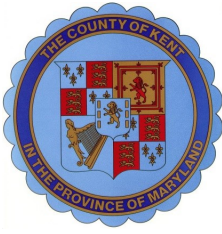
This hearing is pursuant to the Code of Public Laws of Kent County, Chapter §171 Agricultural Preservation Districts.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

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Sondra Blackiston, Clerk

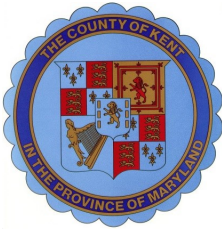
PUBLISH: KCN 5/4/23



#1 - Regular Session Minutes, May 2, 2023
5/9/2023
County Commissioners Meeting

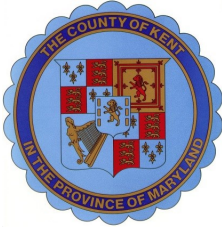
ATTACHMENTS:

Description



#2 - Liquor Minutes, May 2, 2023
5/9/2023
County Commissioners Meeting

ATTACHMENTS:
Description



#3 - Radcliffe Creek School, Raffle Only, May 27, 2023
5/9/2023
County Commissioners Meeting

ATTACHMENTS:

Description

9-2023 Radcliff Creek School, Raffle Only, May 27, 2023 Application

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: Radcliffe Creek School

Address of Organization: 201 Talbot Blvd, Chestertown MD 21620

Telephone: (410) 778 - 8150

Is the organization formed or located in Kent County? ☒ Yes ☐ No

Does the organization serve the residents of Kent County? ☒ Yes ☐ No

Is this organization tax exempt under the provisions of the Internal Revenue Code? ☒ Yes ☐ No

Tax Exempt Number: 52-1970233

Person responsible for complying with permit regulations and requirements:

Name: Nicholas Singleton

Address: 1752 Remington Drive Crofton, MD, 21114

E-Mail: nsingleton@radcliffecreekschool.org

Telephone: (443) 370 - 1041

Type of permit sought: ☒ Raffle Only ☐ Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Wilmer Park

413 S. Cross Street

Chestertown, MD 21620

Are these premises owned, leased, or regularly occupied by the organization named above? Yes ☒ NoDate(s) of fund-raising: May 27th 2023Date and Time of Drawing: May 27th / 8^{am} - 11:30^{am} Begin at: 8:00 am End at: 11:30 am

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: Nicholas Singleton

Please Select One:

☒ Pick Up - N. Singleton 443-370-1041☐ Mail Permit (will be mailed to person responsible)

RECEIVED

MAY 04 2023

KENT COUNTY
COMMISSIONERS OFFICEShirley

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

☒ Raffles	☐ Chance books	☐ Paddle Wheels
☐ Wheels of fortune	☐ Card games	☐ Lotteries

☐ Other _____

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? Yes ☒ No

If no, please explain circumstances:

Nearly our entire staff resides in Kent County. I, however, live in Crofton (Anne Arundel County), but work in Chestertown's Radcliffe Creek School. I am organizing this fundraiser.

Will alcoholic beverages be served or available for purchase at this fund-raising event? ☒ Yes ☐ No

Is the organization a religious organization? Yes ☒ No

If yes, has it conducted services regularly in Kent County for at least three (3) years? Yes ☐ No

Where are services conducted and how often? _____

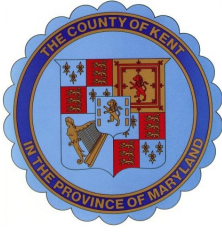
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

_____ % Civic _____ % Charitable 100 % Educational

Name, address and telephone of person completing application:

Nick Singleton
1752 Remington Drive
Crofton MD 21114
(443) 370 1041

Signature of person completing application: Nicholas Singleton



**Ernest Wicks, Captain and Steve Wallace, Captain, Kent County
Detention Center
5/9/2023
County Commissioners Meeting**

Item Summary:

Correctional Officers and Employees' Week

ATTACHMENTS:

Description

05.09.23 Proclamation Correctional Employees' Week

05.09.23 Lacrisha Scarborough Employee of the Year Certificate of Recognition

Kent County, Maryland



Proclamation

Correctional Employees' Week May 7-13, 2023

- WHEREAS,** Much is expected from the men and women who work in our County correctional facility every day; and
- WHEREAS,** Correctional employees are skilled professionals who act as counselors, communicators, and experts in crisis intervention; and must preserve the safety of our lives and property, maintaining their professional demeanor while often facing hostile, aggressive, and intimidating behavior from inmates; and
- WHEREAS,** The general public should fully appreciate correctional employees' capable handling of the physical and emotional demands made upon them daily. Simply because a criminal is caught and incarcerated, does not mean he or she is no longer a threat to our community. Men and women of corrections are confronted each day by the most dangerous individuals among us. Their profession requires careful and constant vigilance, and the threat of violence is always present. At the same time, these dedicated employees try to improve the living conditions of those who are being confined; and
- WHEREAS,** The men and women of the Kent County Detention Center, unceasingly provide a vital public service.

NOW, THEREFORE, WE, THE BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY, call upon all citizens of Kent County to observe the week of May 7-13, 2023, as **CORRECTIONAL EMPLOYEES' WEEK**, which all of our citizens may join in commemorating correctional employees, past and present.

IT IS FURTHER PROCLAIMED, that the Commissioners acknowledge the week of May 7-13, 2023, as **NATIONAL CORRECTIONAL OFFICERS WEEK** in honor of those correctional officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A blue ink signature of Ronald H. Fithian, written in a cursive style.

Ronald H. Fithian, President

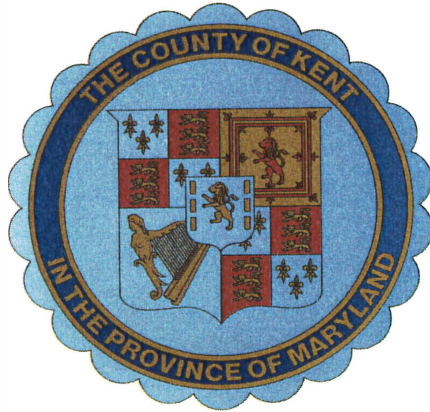
A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

A blue ink signature of John F. Price, written in a cursive style.

John F. Price, Member

May 09, 2023



Certificate of Recognition

This is to certify that

Lacrisha Scarborough

is hereby recognized

for exemplary service and dedication to the Correction Profession. We, the County Commissioners of Kent County, Maryland are proud to join the Warden and Staff of the Kent County Detention Center in recognizing Latrisha Scarborough as **Employee of the Year**.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A blue ink signature of Ronald H. Fithian, written in a cursive style.

Ronald H. Fithian, President

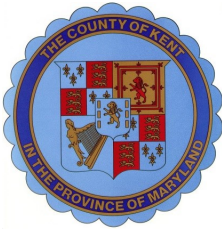
A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

A blue ink signature of John F. Price, written in a cursive style.

John F. Price, Member

May 9, 2023



Louise Miller and Sarah Sayre
5/9/2023
County Commissioners Meeting

Item Summary:

National Gun Violence Awareness Day In Kent County

ATTACHMENTS:

Description

05.09.23 Proclamation, National Gun Violence Awareness Day in Kent County

Kent County, Maryland



Proclamation

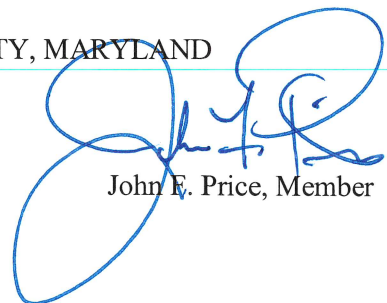
National Gun Violence Awareness Day June 2, 2023

- WHEREAS,** To honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence; and
- WHEREAS,** Every day, more than 120 Americans are killed by gun violence and more than two hundred are shot and wounded, and on average there are nearly 17,000-gun homicides every year; and
- WHEREAS,** Municipalities across the nation, including Kent County, Maryland, are working to end the senseless gun violence; and
- WHEREAS,** Protecting public safety in the communities they serve is local government's highest responsibility; and
- WHEREAS** Support for the Second Amendment rights of law-abiding citizens goes together with keeping guns away from people with dangerous histories; and
- WHEREAS,** By wearing orange on June 2, 2023, Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors.

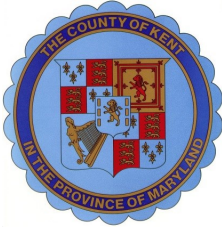
NOW, THEREFORE, WE, THE BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY, call upon all citizens of Kent County to observe June 2, 2023, as NATIONAL GUN VIOLENCE AWARENESS DAY, which all of our citizens may join in the efforts to prevent the tragedies of gun violence and to honor and value human lives in Kent County, Maryland.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

 
Ronald H. Fithian, President Albert H. Nickerson, Member


John F. Price, Member

May 09, 2023



**Dr. Karen Couch, Superintendent, and Kreigh Kirby, Accountant, Kent
County Public Schools
5/9/2023
County Commissioners Meeting**

Item Summary:

Kent County Public Schools FY 2023 Pass-Through Grant Concurrence Letter

ATTACHMENTS:

Description

05.09.23 Interagency Commission on School Construction SB 291 Pass-Through Funding Application Kent



Local
Education
Agency Kent
EIN Number 52-6000976

Address 5608 Boundary Avenue, Rock Hall, MD 21661

[illegible]

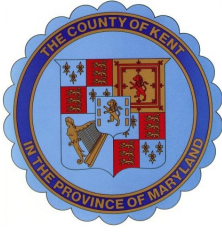
As the authorized representative of this Local Education Agency, I have read the Interagency Commission on School Construction's applicable Program Administrative Procedures Guide(s) (APG(s)) and I agree to perform all work in accordance with the APG and all applicable Local, State, and Federal laws and regulations.

Dr. Karen M. Couch, Supt. (Karen) M. Couch 5/4/23

As the authorized representative of this County Government, I certify that this application represents the County priorities in accordance with 2022 Md. Laws, Chap. 344.

I, Ronald H. Fithian, County Official Name, certify that this application represents the County priorities in accordance with 2022 Md. Laws, Chap. 344.

Ronnie Fithian Title Signature 5-9-23 Date



Katie Dilley, Executive Director, Mid Shore Behavioral Health, Inc.
5/9/2023
County Commissioners Meeting

Item Summary:

Annual Presentation

ATTACHMENTS:

Description

05.09.23 Mid Shore Core Service Agency Letter of Agreement -FY2024

**Kent County – Core Service Agency
Letter of Agreement – FY 2024**

Scope of Agreement:

This agreement is entered into between Caroline, Dorchester, Kent, Queen Anne's, and Talbot Counties and Mid Shore Behavioral Health, Inc. (MSBH), the Core Service Agency (CSA). This agreement describes the responsibilities of Mid Shore Behavioral Health, Inc., Caroline, Dorchester, Kent, Queen Anne's, and Talbot Counties with respect to the management of the Public Behavioral Health System, which is governed by the Memorandum of Understanding between MSBH and the Maryland Department of Health (MDH).

Term of Agreement:

The term of this Agreement shall be the period from July 1, 2023 until June 30, 2024, subject to the availability and/or the appropriation of funds by the state of Maryland to the CSA. This agreement shall remain in effect until a new agreement is signed unless, upon 90 days' notice, either party terminates this agreement with or without cause. Upon termination, the management of and remaining funding for the Public Behavioral Health System will be returned to the state in accordance with the CSA contract with the Maryland Department of Health (MDH), Behavioral Health Administration (BHA).

Responsibilities:

The County shall:

- Provide oversight of the Public Behavioral Health System and MSBH, as elected officials and through representation on the Board of Directors for MSBH and the Mid Shore Regional Behavioral Health Advisory Committee;
- Appoint two members to the Board of Directors per county and representatives to the Mid Shore Regional Behavioral Health Advisory Committee to represent the county interests serving at a maximum two 4-year terms and two 3-year terms respectively;
- Assist MSBH in the development of strategies for a well-integrated, efficient, and effective behavioral health services delivery system;
- Assure that through the work of the MSBH, quality behavioral health services are available to the county residents;
- Assist MSBH in identifying the need for services and in prioritizing that need for the county;
- Facilitate interagency relationships to maximize county initiatives; and,
- Not be responsible for funding services called for under this agreement, except to the extent the State provides funding reimbursement to the counties for public behavioral health services.

The Core Service Agency shall:

- Perform the functions delineated in the Maryland Code Annotated Health General § 10-1201 et. Seq. and the MDH contract for management of state and federal funds for behavioral health services in the State of Maryland Public Behavioral Health System;
- Act as the administrator of the Public Behavioral Health System for the county government of the local jurisdiction;

- Assess the need for, plan and implement behavioral health services in the jurisdiction;
- Act as the central coordinating body of the local behavioral health system;
- Create a unified system of behavioral health treatment that is responsive to the needs of the consumer and the provider, consistent with the public health plan for the local jurisdiction;
- Provide for interagency interface;
- Assure a consumer focus in the behavioral health system;
- Provide education as needed for the consumer, the providers and county agencies;
- Be the point of contact with the administrative services organization;
- Establish and maintain an adequate provider network fostering quality of care and consumer choice;
- Assure appropriate utilization of the publicly funded services;
- Assure that there is a grievance and complaint process in place to provide for timely resolution for the consumers and providers;
- Maintain a Management Information System to monitor the system functioning, the fiscal integrity of the system and the operations of the CSA; and,
- Provide progress reports to the county governments.

IN WITNESS WHEREOF, the parties hereto have set their hands to this document this day and year as written above.

WITNESS:

Jonya Thomas

Ronald H. Fithian

Ronald H. Fithian, President
The County Commissioners of Kent County

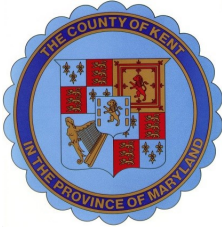
May 9, 2023

Date

WITNESS:

Susan Johnson, President - Board of Directors
Mid Shore Behavioral Health, Inc.

Date



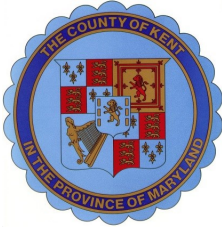
Charles Mills, GAFF Consultancy
5/9/2023
County Commissioners Meeting

Item Summary:

Administrative Charging Committee Recommendations

ATTACHMENTS:

Description



Dennis Hickman, Sheriff, Kent County Sheriff's Office
5/9/2023
County Commissioners Meeting

Item Summary:

Purchase of Computers

ATTACHMENTS:

Description

05.09.23 Rugged Laptop Purchasing Contract #23SORLPA0723 Between County and Contractor

Terms and Conditions

Sales Quote

Contract



RUGGED LAPTOP PURCHASING CONTRACT BETWEEN COUNTY & CONTRACTOR

This Contract, made this 9th day of May 2023, is by and between the Sheriff's Office within County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the "OWNER", and Rugged Solutions America, LLC dba Rugged Depot, hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all materials, equipment, and transportation via shipping necessary and required for the purchase of specified computer hardware, as listed in Exhibit B, for Emergency Response vehicles owned and operated within the OWNER's department, whose headquarters are located at 104 B Vickers Drive, Chestertown, MD 21620. This procurement will be performed in accordance with the contract details outlined in a pre-existing contract, on which the CONTRACTOR agrees to piggyback, between City of Tucson (State of New Jersey) and Panasonic North America Connect (parent company of CONTRACTOR), Contract # 226017-02 (see Exhibit C).
2. LIABILITY INSURANCE. CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance ~~through a policy which protects the OWNER and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00)~~ for the duration of the Contract term.
3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required for the sale and shipping of these materials and equipment.
4. COMPLETION OF WORK. The CONTRACTOR shall begin the work/sale immediately following full execution of this Contract by honoring the Sales Quote # C34217 (see Exhibit B). All warranty items will be honored as disclosed in the Piggyback Document found in Exhibit C.
5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work/purchase, subject to additions or deletions provided herein and mutually agreed upon, in accordance with the unit pricing provided in the Sales Quote # C34217, dated for April 4th, 2023, as provided by the CONTRACTOR (see Exhibit B).
6. INVOICING PROCEDURES. CONTRACTOR shall furnish to the OWNER, before beginning any work, a current W-9 Federal Request Form for Taxpayer Identification Number and Certification, to ensure the correct remittance address for payments and/or Contract Documents. Invoices may only be submitted for payment once materials and equipment of the CONTRACTOR have been sold and shipped to the OWNER. Should an invoice be received by the OWNER prior to the materials and equipment being delivered by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance with regard to content, the CONTRACTOR must submit an itemized statement of product that is ordered by the OWNER, and the date of which such anticipated

delivery is to take place. Additionally, each invoice should be dated and submitted in a timely fashion, and according to an invoice schedule that is mutually agreed upon. Payment shall be processed within net 30 days from date of receipt of invoice.

All invoices shall be submitted either electronically at kdixon@kentgov.org or manually to:

Kent County Sheriff's Office
Attention: Kim Dixon, Office Manager
104 B Vickers Drive
Chestertown, MD 21620

7. CONTRACT EXTENSION. This Contract is not eligible for extension.
8. The Contract Documents include the following:
 - A. Exhibit A - County General Terms & Conditions.
 - B. Exhibit B - Contractor's Sales Quote # C34217.
 - C. Exhibit C - Contract # 226017-02 (Piggyback Document).
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions (see Exhibit A) and in such amounts as required by Section 6 of the Contract Documents.
10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

WITNESS/ATTEST

Jonya Thomas

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

By: Ronald H. Fithian
Ronald H. Fithian - President
Kent County Commissioner's Office

WITNESS/ATTEST

Alexandra Rapp

RUGGED SOLUTIONS AMERICA LLC DBA
RUGGED DEPOT (CONTRACTOR)

By: Alexandra Rapp

Inside Sales Supervisor

Title

85-2685250

Employer Identification Number (EIN)



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficiently able to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arisen under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year

after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending

the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.

EXHIBIT B**Sales Quote**

Kent County Sheriff's Office (#C34217)

Quote #	Date	Quote Valid Until	Terms	Ref
Q-07092	4/4/2023, 1:25 PM	5/31/2023	Net 30	

Account Specialist

Alexandra Rapp
alexandra.rapp@ruggeddepot.com
p: 800-905-6743
f: 281-259-6615

Billing

Kent County Sheriff's Office
104 Vickers Drive
Chestertown, MD 21620
410-778-2279

Shipping

Kent County Sheriff's Office
104 Vickers Drive
Chestertown, MD 21620

OMNIA Contract # 226017-02

Currently in stock - will ship within 5 to 10 business days

Item Code	Details	Qty	Unit Price	Extended
Toughbook CF-33	Win10 Pro (Win11 DG), Intel Core i5-10310U 1.7GHz vPro (4.4GHz), AMT, 12.0 QHD Gloved Multi Touch +Digitizer, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Infrared Webcam, 8MP Rear Camera, Serial (true), Standard Batteries (2), TPM 2.0, Flat	9.00	\$4,008.00	\$36,072.00
Keyboard	PREMIUM KEYBOARD FOR CF-33 Mk1, Mk2. NEW IMPROVED, 3X BRIGHTER OUT-OF-THE-BOX. EMISSIVE RED BACKLIT (4 LEVELS). HANDLE/ KICKSTAND - DISPLAY CAN BE OPENED TO ANY ANGLE. COMPATIBLE WITH TABLET, 33 LAPTOP VEHICLE DOCK, AND 33 DESKTOP DOCK. ETHERNET, SDXC (FULL-SIZE), HDMI, VGA, USB 2.0, USB 3.0 (2), SERIAL (USB), POWER, DOCKING CONNECTOR, KENSINGTON LOCK, TABLET RELEASE WITH LOCK/ UNLOCK, LATCH ARM. FORWARD OR REVERSE- DOCKABLE TO CONVERTIBLE MODE	9.00	\$630.00	\$5,670.00
OMNIA Contract # 226017-02 TOTAL:				\$41,742.00

Docking Equipment

Item Code	Details	Qty	Unit Price	Extended
Docking Station	Gamber Johnson Premium Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USB-A 2.0 (6), Serial, LAN (2), Dual RF, HDMI, VGA. Features two front USB ports for easy access. Requires Premium Keyboard (sold separately).	9.00	\$1,135.00	\$10,215.00

Item Code	Details	Qty	Unit Price	Extended
Power Adapter	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31, CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), FZ-40, CF-53 Mk4, CF-54, FZ-55, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1	9.00	\$205.00	\$1,845.00
Docking Equipment TOTAL:				\$12,060.00

Warranty

Item Code	Details	Qty	Unit Price	Extended
Extended Warranty	EXTENDED WARRANTY - TABLET PC (YEARS 4 and5) MODELS SUPPORTED: CF-33, FZ-M1, FZ-G1, FZ-G2.	9.00	\$278.00	\$2,502.00
Warranty TOTAL:				\$2,502.00

Freight	\$505.98
Freight Type	FedEx Ground
Total	\$56,809.98



This document is not an Order unless signed. Please read this sales quote thoroughly and verify that it fits your specifications. If this sales quote fulfills your requirements, please submit a signed copy of this sales quote. No sales order can be generated without a written, detailed purchase order or a signed copy of this sales quote in place of a purchase order. This document, when signed, is an official Purchase Order.

Signature _____

Date _____

Printed Name _____

Title _____

Purchase Order # _____

Terms _____

Billing Contact Name _____

Email _____

Phone _____

Terms & Conditions

- Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge
- All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to invoice
- Payment must be made in U.S. dollars
- Pricing and quantities are subject to change
- Rugged Solutions America LLC reserves the right to substitute products of equal or greater specifications
- Invoices are subject to late payment charges of 18% per year computed monthly after due date
- All products are sold "AS IS"
- No credit allowed for goods returned without prior approval
- ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY
- Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Rugged Solutions America LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk
- All product and services on this invoice will remain the property of Rugged Solutions America LLC and will be fully encumbered until full payment has been remitted
- Terms orders are based off from payment being made via check or ACH or Wire. If Credit Card is presented as payment, an administrative fee of 3.5% plus \$25.00 will be added to the corrected invoice

EXHIBIT C

City of Tucson

Contract # 226017-02

for

Mobile Computing Solutions

with

Panasonic North America Connect

Effective: April 14, 2023

The following documents comprise the executed contract between the City of Tucson, and Panasonic effective April 14, 2023:

- I. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
- II. City's Intent to Negotiate/BAFO Request
- III. Supplier's Response to the RFP
- IV. RFP 226017
- V. OMNIA Partners



Contract No. 226017 - 02

Mobile Computing Solutions

Vendor: Panasonic Connect North America,

Division of Panasonic Corporation of North America

Table of Contents

1. ~~Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)~~
2. ~~City's Intent to Negotiate/BAFO Request~~
3. Vendor's Response to RFP 226017
4. RFP 226017



3. Vendor's Response to RFP 226017

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions Technical Proposal

1. Method of Approach - National Program

1A. Provide a response to the national program.

1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should:
 - highlight experience,
 - demonstrate a strong national presence,
 - describe how offeror will educate its national sales force about the contract,
 - describe how products and services will be distributed nationwide,
 - include a plan for marketing the products and services nationwide
 - and describe how volume will be tracked and reported to OMNIA Partners.

Please see Panasonic Connect's re response for 3.0 Supplier Response in a separate file.

2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Panasonic Connect has completed the Supplier Information on Exhibit B, OMNIA Partners Administration Agreement and uploaded it to the OpenGov system. Although no edits were made in the agreement, in our 3.0 Supplier Response document, we have commented on two areas that we believe should be considered.

2. Method of Approach – General Requirements

- 2A. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.

General Requirements

- A. QUALIFIED VENDORS: Offerors should meet the minimum qualifications:

1. Be an authorized reseller or manufacturer.

Panasonic Connect North America is a Division of Panasonic Corporation of North America (PNA), based in Newark, NJ, which is a wholly owned subsidiary of the Japan-based Panasonic Corporation.

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions Technical Proposal

Panasonic Corporation is a \$60 billion global company that manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic's branding, marketing, sales, service, product development, and R&D operations in the United States and Canada. Panasonic Connect North America provides these functions for Panasonic's TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker solutions, digital signage, and factory automation (robotic welding) product lines.

2. Have a strong national presence in the computer industry.

Panasonic Corporation is a \$60.3 billion global company (fiscal year ending March 31, 2022) with worldwide research and development resources. Proposed in response to the City's RFP are Panasonic's TOUGHBOOK rugged computing devices (laptops, tablets, and handhelds), as well as Panasonic's video displays and projector systems, professional audio video solutions, digital signage and lecture capture, and each product line's associated services and accessories.

*Panasonic's TOUGHBOOK product line is the undeniable leader in the **rugged** computing market, having introduced the product category in 1996. Used by many of the largest public safety organizations throughout the United States, as well as by most branches of the U.S. Military, agencies also take advantage of Panasonic's ProServices, utilizing our expert deployment services, project management, and long term asset management to streamline maintenance support operations and maximize IT resources.*

3. Have a distribution model capable of delivering products nationwide.

Panasonic is a proven leader in the deployment, installation, service, and support of our products. Panasonic Connect maintains dedicated national sales and field engineering teams that assist our 1300+ Authorized Resellers with the successful delivery and deployment of Panasonic products and services nationwide. All services (software configuration, deployment, repair, call center, etc.) are performed at one of two U.S.-based Panasonic-owned National Service Centers, centrally located in Kansas City, Kansas, and Memphis, Tennessee.

We have highlighted thirteen Panasonic Authorized Resellers below, in section 2C, that have been approved to sell off the current contract with the City of Tucson and OMNIA Partners. They too provide coverage of the entire country and have proven to provide reliable sales off of the contract.

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4. Have a demonstrated national sales presence.

As an OEM technology manufacturer, Panasonic does not sell our products or services directly to our customers. Instead, we sell through a distribution channel with over 1300 Panasonic Authorized Resellers nationwide that offer the full range of products and services that will meet or exceed the requirements of the City of Tucson and any agencies that opt-in to participate in the cooperative purchasing program with the City of Tucson and OMNIA Partners. The thirteen reseller partners highlighted in this proposal not only can provide the City with the desired national sales presence, but they have also proven to successfully use Panasonic's current City of Tucson & OMNIA Partners agreement with their customers by offering comprehensive solutions via the cooperative purchasing program.

In addition to our Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers to support the Resellers and their customers in getting the products that best meet their needs.

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

Panasonic has been supporting cooperative purchasing agreements and contracts for over 20 years. Panasonic Connect currently holds the cooperative purchasing program with the City of Tucson and OMNIA Partners and sincerely hope to be given the opportunity to continue that relationship.

Panasonic Connect is confident we can meet and exceed the requirements of the cooperative purchasing program detailed herein.

6. Be able to provide the full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

Panasonic Connect can provide a full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program. Proposed in response to the City's RFP are Panasonic's TOUGHBOOK rugged computing devices (laptops, tablets, and handhelds), as well as Panasonic's video displays and projector systems, professional audio video solutions, digital signage and lecture capture, and each product line's associated services and accessories.

Panasonic has been supporting Public Sector agencies for over 25 years with unique and customized solutions to meet the demands of harsh environments and exceed expectations with technologies that make jobs easier and keep our communities safe. A representative sampling of these customers is provided in this proposal, but more can be provided as Panasonic has been prominent as a trusted supplier across the United States for decades, in countless communities, supporting their police, fire, municipal, and utility providers.

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

1. Online
2. Telephone
3. Email

Panasonic Connect does not sell our products or services directly to our customers. Instead, we sell through a distribution channel with over 1300 Panasonic Authorized Resellers nationwide that offer the full range of products and services that will meet or exceed the requirements of the City of Tucson and any agencies that opt-in to participate in the cooperative purchasing program with the City of Tucson and OMNIA Partners. The thirteen reseller partners highlighted in this proposal have proven to successfully use Panasonic's current City of Tucson & OMNIA Partners agreement with their customers and are approved to be added to the new contract between Panasonic Connect and the City of Tucson.

For ordering processing, Panasonic will maintain the list of contractually approved Authorized Resellers who are authorized to sell off of this contract and can accept orders online, by telephone, or via email. The list of highlighted Panasonic Resellers in section 2C below represent a very limited number of our strategic Authorized Resellers who have clearly demonstrated the capabilities and the capacity required to service a contract of this size and scope within their respective areas of operation. Each of our highlighted resellers have comprehensively reviewed all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure that the terms and conditions of the contract, and expectations of the City of Tucson as well as all agencies participating in the cooperative purchasing program are met with enthusiasm and superlative sales support, marketing, and executive performance.

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

Panasonic Connect acknowledges and agrees to comply with this requirement using our ProServices deployment services and our authorized resellers and distribution channel.

- D. USAGE REPORT: The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should

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list the manufacturer name, model number, part number, serial number, item description, quantity sold and total spend by department, division, ordering entity, etc.

Panasonic acknowledges Attachment F, Exhibit E Omnia Partners Contract Sales Reporting Template and agrees to work with our Panasonic Authorized Resellers to provide the Agency Department of Procurement with a copy of our resellers' usage reports upon request or as scheduled (currently provided monthly).

- E. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

Panasonic, as well as each of our designated Authorized Resellers, offers an extensive set of facilities and resources that will be utilized to fulfill this contract. In designating Authorized Resellers, each requisite function related to pre-sales, order, order fulfillment, and customer support are redundantly covered within the scope of operations that will be required to successfully fulfill the terms and intent of this award.

Note: Panasonic will not restrict the City of Tucson or any other agencies participation in the cooperative purchasing program with regards to which designated reseller participants prefer to utilize on the basis of features and/or service support programs offered to support their respective procurements.

Throughout the period of performance, Panasonic shall be ultimately responsible for adherence to all contract requirements and for the performance of our team of Authorized Resellers. The following table lists key contract activities and our recommended approach to work within the contract:

Contract / Work Element:	Performed by:
Product design and engineering	Panasonic
Product manufacturing	Panasonic
Centralized product distribution	Panasonic
Centralized (U.S. Based) Warranty Repair	Panasonic
Centralized (U.S. Based) Parts Stock	Panasonic
Centralized (U.S. Based) Technical Support	Panasonic
On-line Product Configurator (integrated to Authorized Reseller contract websites)	Panasonic
Panasonic On-line Resources ○ Master Contract Landing Page ○ Product Data Sheets ○ Solution Data Sheets ○ Industry / Vertical Market Case Studies ○ Cost of Ownership Analysis ○ Product Statistics	Panasonic

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○ Warranty information ○ Technical support contact directory ○ FAQ's ○ Product Registration ○ Downloads ○ BIOS Updates ○ Driver Updates ○ Product Manuals ○ Utilities	
Pre-Sales Support	Panasonic / Authorized Resellers
Demo Unit Support	Panasonic / Authorized Resellers
Complaint Resolution	Panasonic / Authorized Resellers
Quality Assurance Plan (development / management / reseller surveillance)	Panasonic
Environmental Program Management	Panasonic
Recycling / Take back Program Management	Panasonic
Reporting	Panasonic / Authorized Resellers
Point of Sale Websites ○ Reseller's Contract Landing Page ○ Complete PSS IAW requirements ○ On-line ordering IAW requirements ○ Invoice Reprint IAW requirements ○ Service options / agreements IAW requirements ○ Required contact information ○ Designation of sales representatives ○ Purchase order tracking ○ Environmental program / certification links ○ Links to recycle / take back programs ○ Catalog browsing capability	Authorized Resellers
Payment Acceptance / Electronic Payment Processing	Authorized Resellers
End User Shipments	Authorized Resellers
On-site Technical and Warranty Support	Panasonic & Authorized Resellers
Returns (Non-Warranty / RMA)	Authorized Resellers

- F. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than (3) three year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications in addition to temperature and humidity variations. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

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Panasonic Connect TOUGHBOOK devices come standard with a three-year warranty. However, please note that some accessories and proposed related technologies may have less than a three-year warranty.

2B. Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment:

1. What is your fill rate guarantee?

Panasonic does not offer a fill rate guarantee, however, since Panasonic is a build to order manufacturer, it would be extremely rare for us not complete an order. We may ship product at different times to accommodate installation or other schedules, however, we rarely do not completely fill an order.

2. What are your delivery days?

Panasonic Connect ProServices ships out for delivery to be made during normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.

3. Do you offer next day delivery?

For new product deployment, the standard is FedEx 2nd day delivery. However, if an order contains over 40 devices, it will be palletized and sent via 3-5 day shipping. Standard delivery shipping is included with the purchase of the Panasonic device.

Next day delivery is available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges.

4. How do you facilitate emergency orders?

All orders are placed through a Panasonic Authorized Reseller. In the event of an emergency order, the agency should work with their chosen reseller who in turn will work with its distributor and Panasonic Connect Account Manager to identify available inventory in the distribution channel that may be used to fulfill the order.

As mentioned, Panasonic Connect is a build to order manufacturer, so inventories are kept to a minimum throughout the channel.

5. Are shipping charges exempt for ALL who use this contract?

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For purchases and in-warranty repairs, all standard shipping charges are included with the purchase of the device. If special shipping is needed (Saturday delivery, overnight delivery, etc., the customer may be charged for shipping.) .

Note that shipping costs for out of warranty repairs are the responsibility of the customer.

6. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved.

An agency should always work with their chosen Authorized Reseller to resolve any issues with an order who will work with their Panasonic Connect Account Manager. On the rare occasion of a customer ordering the wrong product, Panasonic ProServices will engage with the Panasonic Supply Chain team and Operations to get product returned and replaced.

In the event of a defective product, the warranty on the device will kick in. Simply call ProServices at 1-800-LAPTOP5 to get a Return Merchandise Authorization (RMA) and shipping label. ProServices will repair or replace the product per the terms of the warranty.

7. Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable.

When an order is placed with a Panasonic Authorized Reseller, that order then passes to the Distributor and then to Panasonic Connect for manufacturing at a Panasonic-owned factory in either Japan or Taiwan (both countries are Trade Agreements Act (TAA) compliant). After manufacturing, TOUGHBOOK devices are flown to the United States on commercial transport and delivered to the appropriate service center. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of two U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in Kansas City, Kansas, and TOUGHBOOK handheld devices are deployed from at our Center in Memphis, Tennessee. Each facility is at least 25,000 square feet.

After configuration, devices are shipped from the appropriate facility via FedEx 2nd day air to the customer-designated location. However, if there are over 40 units in the order, then we palletize the devices and ship them via 3-5 day transport.

Deliveries will be made to the designated location, whether that is the agency's front desk or to an installation team, however, if palletized, the chosen reseller may need to receive the shipment and deliver devices to the customer's desk.

- 2C. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order

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tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc.

Panasonic Connect is a build to order manufacturer. All orders are received from its Authorized Distributors who receive orders from Panasonic Authorized Resellers. Most resellers can receive orders by email or online. Some resellers even have the capacity to create custom websites for agencies so that on-line ordering, order tracking, and order history may easily be tracked.

Panasonic Connect provides two websites to support current contract with the City of Tucson and OMNIA Partners:

<https://na.panasonic.com/us/government-contracts/national-ipa-contract>

and the OMNIA Partners microsite:

<https://www.omniapartners.com/publicsector/suppliers/panasonic/overview>

These two websites provide contract details and pricing used for the Master Agreement.

Additionally, for technical data, documentation, and the TOUGHBOOK configurator, please visit:

<https://na.panasonic.com/us/computers-tablets-handhelds>

And if desired, Panasonic Connect also offers a Service Gateway that allows an agency to manage assets. Please refer to the brochure with the "Services Collateral" file uploaded to the OpenGov system with our proposal.

If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract.

Panasonic Connect will only sell its products through Authorized Panasonic Resellers who are responsible for taking orders, invoicing, and receiving payments. Panasonic will work closely with the below thirteen contractually authorized resellers that will be allowed to service the City of Tucson and other agencies that choose to use the OMNIA Partners contract to ensure all requirements of the resulting contract flow down to the resellers.

Academic Technologies

Located in Jackson, MS; Ridgeland, MS; Birmingham, AL

www.academictechinc.com

Christy Rogers

christy@academictechinc.com

703-501-9893

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Adwar Video

Located in Farmingdale, NY

www.adwarvideo.com

Pam Dandic, Office Manager

pam@adwarvideo.com

631-777-7070 x120

Pivot Technology Services Corp. d/b/a Computacenter

Servicing Texas, East Coast, Midwest United States

www.computacenter.com/us

Johanna Daily, Senior Financial Analyst

johanna.daily@computacenter.com

210-885-1969

CDS Office Technologies

Locations in Springfield IL (Corporate Headquarters), Bloomington IL, Champaign IL, Chicago IL, Davenport IA, Marion IL, Peoria IL, Quincy IL, St. Louis MO

www.cdsofficetech.com

Mark Gottlieb, Senior Account Manager

mgottlieb@cdsot.com

630-677-1315

Code 3 Technology

Located in Mesa, AZ

www.code3technology.com

Clay Jeppsen, President

clay@code3technology.com

480-888-6401

Diversified US

Headquartered in New Jersey with 35 offices nationwide

<https://onediversified.com>

Brad Thomas

bthomas@onediversified.com

866-447-1004

GovDirect (WOMEN OWNED)

www.govdirect.com

Located in Clearwater, Florida

Brian Robbins, Director of Public Sector Solutions

brobbins@govdirect.com

888-868-4431

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Law and Order Technology, LLC

Located in Fort Lauderdale, Florida, and Fuquay-Varina, North Carolina

www.lawandordertechnology.com

Rodney Spell, Vice President

rodney@lawandordertechnology.com

954-281-505

Lehr Auto

Sacramento CA, Pittsburg CA, Anaheim CA, Hayward CA, Reno NV, and Salem OR

www.lehrauto.com.

Jim Stommel, President

jim@lehrauto.com

916-646-6676

Mobile Concepts Technology (MCT)

mobileconceptstech.com

Located in Phoenix, AZ, Denver, CO, Spartanburg, SC, Houston, TX

Aaron Bauer, Vice President of Business Development

abauer@mobileconceptstech.com

480-299-3166

Rugged Depot

Located in Spartanburg, SC and Houston, TX

www.ruggeddepot.com

Claes Adler

claes.adler@ruggeddepot.com

888-337-3007

Route 1

Scottsdale, AZ

www.route1.com

Amy Wilbur

amy.wilbur@route1.com

561-314-9091 x4512

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Turn-Key Mobile, Inc.

Based out of Jefferson City, Missouri, and servicing the states of Missouri, Kansas, Oklahoma, Arkansas, Mississippi, Texas, North and South Dakota.

www.turnkeymobile.com

Mike Southard, President

mike@turnkeymobile.com

573-893-9888

- 2D. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities, however, most resellers are small businesses that receive orders and issue invoices via email.

- 2E. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

Panasonic Connect uses various methods to track performance including setting goals and tracking key performance indicators against those goals. Since Panasonic Connect is a build to order manufacturer, we do not maintain stock or inventory or have backorders. Orders are normally filled 100% as the order triggers manufacturing.

- 2F. State any return and restocking policy, and any fees, if applicable associated with returns.

Panasonic is a build to order manufacturer therefore Panasonic Connect does not allow returns. Because of this, very few of our Authorized Resellers take returns. Some resellers will allow returns if the package is unopened, however, may charge a 15-20% restocking fee. Please work directly with your chosen reseller to resolve any product issues and Panasonic Connect will assist as best as possible.

- 2G. Submit additional information that will aid the City in evaluating your proposal.

Please see uploaded files with collateral.

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3. Method of Approach - Product Requirements

3A. Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered
2. Identification and description of sub categories
3. Identification and description of manufacturers within each sub category.

Panasonic Connect is pleased to offer its TOUGHBOOK rugged computing devices in the following product categories:

1. Ruggedized Laptops in the b. Fully-rugged and c. Semi-rugged categories

The TOUGHBOOK 40 Fully-rugged Laptop and the TOUGHBOOK 55 Semi-rugged Laptop are manufactured by Panasonic Corporation.

Both the TOUGHBOOK 40 and TOUGHBOOK 55 are tested & certified to Mil Spec 810H, fully meeting the requirements of the solicitation. Please refer to the provided third party testing documentation and spec sheets provided in the Product Collateral file uploaded to OpenGov.

2. Ruggedized Tablets in the b. Fully-rugged category

The TOUGHBOOK 33 Fully-rugged 12" Windows Tablet, the TOUGHBOOK A3 Fully-rugged 10.1" Android Tablet, the TOUGHBOOK G2 Fully-rugged 10.1" Windows Tablet Laptop, and the TOUGHBOOK S1 Fully-rugged 7" Windows Tablet are all manufactured by Panasonic Corporation.

3. Accessories such as

a. vehicle mounts are manufactured by Havis and Gamber-Johnson

b. desktop replicators (a.k.a. port replicators) are manufactured by Havis and Gamber-Johnson

c. docking stations are manufactured by Havis and Gamber-Johnson

d. batteries for TOUGHBOOK devices are manufacture by Panasonic Corporation

e. battery chargers for TOUGHBOOK batteries and devices

~~f. memory cards~~

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~~g. external drives~~

h. extended warranties to include batteries are provided by Panasonic ProServices using the B2M solution

i. keyboards manufactured by Panasonic and I-Key

~~j. keyboard covers~~

k. backlit keyboards manufactured by Panasonic and I-Key

l. stylus manufactured by Panasonic and other

m. solid state drives by Panasonic

n. cases manufactured by InfoCase, Agora, Toughmate

o. touchscreens manufactured by Panasonic

~~p. aircard~~

~~q. cooling devices~~

r. Peripherals: xPAKs manufactured by Panasonic; other items by Nuance and ProGlove

s. other: RAM by Panasonic; Mobile Printers by Brother and Seiko

4. Ancillary Products

a. cradlepoint manufactured by Cradlepoint

~~b. antennas~~

c. other: Services such as Consulting, Deployment, Warehousing by Panasonic ProServices; other services provided by Absolute, B2M Battery Monitoring, Warranty, Service; Crestron Mounting Services for Audio Visual Products; Nuance (software); SOTI Mobile Device Management; and VuLock Drive Screen

d. Other Technology Product Categories: Chargers by Lind; TOUGHBOOK Handhelds, Displays and Projectors, Professional Audio and Visual equipment, Digital Signage, Lecture Capture products all manufactured by Panasonic Corporation.

3B. Describe how your firm will notify customers of new products.

Panasonic Connect's Product Management team works closely with our Contracts, Marketing, Sales and Reseller organizations to ensure customers are aware of products as soon as they are available to be ordered. The campaign usually begins with "teaser" video distributed heavily throughout social media. This is soon followed by training of the sales and reseller organizations, and special customer promotions before launch. Once a product is released, Panasonic's PR firm has arranged for reviews of the products and other publications to make the public aware, driving demand and orders. As an example, please search on our recent launch of the TOUGHBOOK 40 Rugged Laptop.

3C. Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating.

Panasonic has always designed and tested its mobile computers to withstand a wide range of extreme conditions including heat. Please see the brochure on the next page.

TOUGHBOOK HEAT RESISTANCE TESTING

PANASONIC DEVICES AND HEAT TESTING

Panasonic has always designed and tested its mobile computers to withstand a wide range of extreme conditions including heat. Panasonic devices are typically certified to over twenty different MIL-STD tests. Understanding some of the current disinfecting solutions being introduced to the market, the following three are most relevant. All of these MIL-STD tests were conducted and have been certified by an independent lab.

- **High Temperature Storage Test (Method 501.5, Procedure I)**

Units are powered off while in heat chamber. Cyclic test, repeating every 24 hours over 7 days.

- **High Temperature Operation Test (Method 501.5, Procedure II)**

Units are powered on while in heat chamber for 2 hours at constant temperature.

- **Temperature Shock (Method 503.5, Procedure I)**

Units are powered off while in a heat chamber for 1 hour, then transferred to a -60°F cold chamber for 1 hour.



TEST	55	33	20	G2	G1
High Temperature Storage	160°F	160°F	160°F	160°F	160°F
High Temperature Operation	140°F	145°F	145°F	145°F	140°F
Temperature Shock	160/-60°F	200/-60°F	200/-60°F	200/-60°F	200/-60°F

PANASONIC DEVICES AND DISINFECTANT SPRAYS

In addition, Panasonic rigorously tested these devices against prolonged use of disinfectant wipes. For more information, please refer to the Panasonic Cleaning and Sanitizing brochure, Panasonic user manual and instructions from the disinfectant manufacturer.

CONCLUSION

Panasonic is committed to providing the most durable and reliable mobile computing solutions. Panasonic cannot warranty the impact over prolonged use or excessive exposure, but has rigorously tested these devices against heat, disinfectant sprays as well as many other rugged tests. For specific questions regarding warranty or heat resistance please contact your Panasonic Account Team.



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- 3D. Submit additional information that will aid the City in evaluating your proposal.

Please refer to collateral files uploaded to the OpenGov system with our proposal.

4. Method of Approach - Service Requirements

- 4A. Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Policies and programs detailing your efforts in these areas.

1. Financing or Leasing

- a. Capital
 - b. Operating
 - c. Other

Panasonic Connect works with 3rd party companies to offer Financing or Leasing options that can be customized to an agency's needs. Please contact your Authorized Reseller who will work with your Account Manager to get details.

2. Consulting

- a. Public safety equipment needs assessment and recommendation for upcoming use case
 - b. Grant assessment and writing
 - c. Other

Panasonic Connect's ProServices department offers consulting. Panasonic engineers have years of experience in a wide range of industries and deployments, and will work closely with your IT team, both pre- and post-sale, to deploy the solution that addresses your specific challenges. All Panasonic customers have access to our 24/7 help desk, as well as a team of field service engineers for more complex issues.

Consulting services include:

- *Infrastructure assessment. Panasonic ProServices can evaluate your current IT setup—including imaging processes, networks, encryption, and endpoint security—and make recommendations to provide a successful TOUGHBOOK deployment with optimized performance.*
- *Product selection. Panasonic's ProServices team can help select the right device for your needs, making sure users have the capabilities they need and equipment that offers the durability and reliability to support a high-performing team in even in the harshest conditions.*

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- *Worker ride-along.* Our experts can go on site to observe firsthand how users use their devices at the job site or in the vehicle to help validate what device is best suited for the job. They can also recommend process improvements and mounting solutions to facilitate productivity and comfort.
- *Image consulting.* Once the right product is selected, we can review your image creation process. We can help fine-tune the image, recommend Microsoft® best practices, and identify any dependencies required for their application suite. Finally, following this review, we create and test the image for operating system or driver issues, finalizing an optimal image for production.
- *IT staff augmentation.* Our experts can extend IT staff resources by helping the customer design and deploy new technology, including device configuration, mobile applications, and integration into the existing IT infrastructure. Panasonic can provide short-term or long-term staff augmentation contracts that enable Panasonic employees to implement recommendations onsite.
- *Training.* Panasonic can train your IT staff on basic functions such as managing wireless connections, screen calibration, battery management, and mobility software applications. We also can provide device and in-vehicle mount installation training that allows the customer to fine-tune their user experience (screen brightness, touchscreen sensitivity and calibration, and cellular and Wi-Fi usage).
- *Custom software development and integration.* With new operating systems like Android® and new mobile technology, a common challenge is how to migrate and integrate these with existing systems. Panasonic experts can utilize our Rapid Application Development platform to develop and deploy a new Android-based mobile application solution and integrate the solution into existing systems.

3. Repairs

- Onsite
- Repair Facility
- Other

Panasonic ProServices standard warranty offers repairs on devices at our Panasonic-owned facilities in Kansas City, Kansas, and Memphis, Tennessee. All warranties cover shipping, so the faster a RMA is filed, the faster a repair can be completed. Average repair time is two working days.

Onsite trouble-shooting services may be offered by your Authorized Reseller, but all repairs must be performed by Panasonic. For a fee, Panasonic can send repair techs to make on-site repairs.

4. Installation:

- Provide installation services.

Panasonic Connect offers comprehensive vehicle solutions. No matter what type of vehicle your workers operate—ambulance, utility truck, forklift, fire engine, or police interceptor—we offer

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custom in-vehicle mounting solutions and installation services. This helps to simplify installation planning and management to maximize worker productivity and ensure easy serviceability. We help select and install components such as vehicle mounts, vehicle power distribution, and wireless routers. We also can supply customers with carefully designed accessory and mounting kits to allow them to perform their own installations.

5. Protection Plus

- a. List products.
- b. Provide details.

Panasonic's Protection Plus (accidental damage coverage) is available for TOUGHBOOK devices and augments Panasonic's standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. If the damage to a unit is beyond repair, Panasonic will replace the entire device. With Protection Plus, companies experience minimal disruption, decrease the time IT staff spend on unexpected repairs, and create more predictable budgets by reducing surprise expenses.

6. Extended Warranties

- a. List products.
- b. Provide details.

Extend Panasonic's standard warranty by up to two years, stretching coverage to match the refresh cycle. you're an extended warranty delivers peace of mind, uninterrupted worker productivity, and significant reduction in out-of-warranty repair costs and IT workload.

ENHANCED WARRANTIES

- *Protection Plus (accidental damage coverage). Augment Panasonic's standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. If the damage to a unit is beyond repair, Panasonic will replace the entire device. With Protection Plus, companies experience minimal disruption, decrease the time IT staff spend on unexpected repairs, and create more predictable budgets by reducing surprise expenses.*
- *Ultimate Care warranty. Designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, customers are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround, and even unit failure rates.*

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7. Training and Education

- a. Onsite
- b. Online
- c. Offsite

Panasonic ProServices can develop training and education to meet an agency's needs.

8. Customer Support Services: The policies and procedures for:

- a. Replacements
- b. Returns
- c. Restocking charges
- d. After hours service
- e. After sales support
- f. Out of stock
- g. Order tracing
- h. Technical feedback
- i. Quality assurance for orders
- j. Drop shipments
- k. Online support
 - i. Customer
 - ii. Technical
- l. Phone support
 - i. Customer
 - ii. Technical
- m. Location, hours and staff quantity of call centers
- n. other

These topics are addressed further in this document, beginning in section 4B.

9. Implementation

Panasonic Connect's Deployment Services ensure that your TOUGHBOOK mobile computers arrive in the field quickly and ready to work. We offer two levels of deployment services—Premier and Bronze—ranging from initial services focused on immediate startup to longer-term services that cover the device through the life of the warranty. We can design customized packages of separately purchased services tailor-made for a customer's work environment. All options provide customized systems that are fully integrated into the customer's organization the moment they land in workers' hands.

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- *100% guaranteed functionality testing. Our thorough 48-hour stress testing—twice as long as the industry norm—ensures customers take possession of computers that work on arrival and continue to function for years to come.*
- *Asset tagging and management. We attach asset tags that we create or the customer provides and record the information in a deployment report for entry into the customer's asset management system.*
- *Disk image management. We catalog Windows® gold image(s) and keep them up to date with any customer changes, using them both in the initial deployment of mobile assets and for repairs, if necessary.*
- *Android firmware management. We catalog the deployed version of Android® firmware for each device and support re-installation of a specific version of firmware post service as part of our Android Premier Operating System Maintenance Program. This program ensures customer devices receive important security updates and bug fixes via periodically released updates.*
- *Online service portal. We maintain complete service histories on all TOUGHBOOK mobile computers sent into our National Service Centers. Customers can monitor this history to identify service trends and identify potential user training needs.*
- *Deployment report. We create customized, detailed reports for each TOUGHBOOK device so customers can track assets and warranty renewals, as well as manage wireless carrier contracts.*
- *Accessory kitting services. We can integrate third-party accessories such as network adaptors, barcode scanners, straps, and expansion modules with our TOUGHBOOK computers, perform testing, and deploy the final customized computers.*
- *Custom BIOS. We work with your organization to customize the BIOS for TOUGHBOOK Windows devices to any settings they specify and to show the company name on the splash screen.*
- *Wireless activation. We can install SIM cards and coordinate wireless activation with the customer's carrier of choice, so each TOUGHBOOK device arrives prepared for WWAN access right out of the box.*
- *Mobile device management (MDM) deployment services. We can provision handheld and tablet devices within the existing MDM environment, so that all customizations, application downloads, and security parameters are configured prior to delivery.*
- *Personalization. We affix each organization's logo to their devices for increased brand awareness with customers.*

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10. Misplaces or Stolen device location

Panasonic Connect's Mobility Application Services address the unique security challenges of mobile computers, mobile device management, and driver safety with software from leading partners. We can integrate this software into the customer's system via our Solutions Services and either deploy it on TOUGHBOOK devices before they are delivered or give customers the option to deploy the software later, once the devices are in the field.

- *Data and device protection. Increase control of TOUGHBOOK computers, even if they are off the network or in the hands of an unauthorized user. This software, when purchased and activated, provides a persistent connection to all of the organization's TOUGHBOOK computers:*
- *Remotely locks the device or removes partial or all data.*
- *Reports demonstrated compliance with regulations such as the Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), and Sarbanes-Oxley, as well as software licensing.*
- *Provides validation that data on the device has remained encrypted and uncompromised.*
- *Provides control of the device even if the hard drive or operating system is replaced.*

11. Other Applicable Services. Value-add services not included in above categories

Panasonic Connect also offers the following services:

- *Dual-factor authentication. This software allows the end-user customer to implement multiple layers of log-on authentication to strengthen defense against unauthorized access and can include facial recognition authentication. This offering strengthens Panasonic's commitment to assisting our customers in achieving CJIS or HIPAA certification compliance and supports many forms of physical and logical authentication methods.*
- *Mobile device management (MDM) services. Our ProServices team can assist the customer's IT staff with implementing MDM solutions, as well as with deploying mobile devices via MDM that they can monitor, manage, and update remotely. Our MDM services include applying security updates and software upgrades, removing unauthorized software, and keeping devices well-protected and under control.*
- *Driver distraction software. Improve driver safety with software that removes the distraction of a mobile device while a vehicle is in motion without interfering with the transfer of voice or data. This application can be customized to display information such as maps, dispatch, and CAD, even while in motion, to keep the user informed.*
- *Speech-to-text software. Increase productivity and accuracy with speech-to-text software that helps employees in the field dictate reports at a rate of 140 words per minute, twice as fast as manual typing. With this application, employees such as insurance and property inspection agents can file paperwork while incidents are fresh in their minds. Police officers, hospital workers, and other public safety workers can use downtime for paperwork while keeping their hands free and heads up to maintain situational awareness.*

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- *Multi-database authentication services. Together with dual-factor authentication and speech-to-text software, this offering is part of a three-pronged strategy for a complete solution for public safety customers who are obligated to design CJIS compliant operations.*

2. Literature explaining your capabilities.

Please see the file uploaded to the OpenGov procurement system entitled "Panasonic Connect Service Collateral".

- 4B. Describe how services will be distributed to the City of Tucson and nationwide If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller.

Panasonic is now one of the only OEM rugged PC manufactures who own and operate our own U.S.-based service repair centers. The Panasonic Connect ProServices team has been supporting Panasonic customers for almost 30 years. We have employees that specialize in IT and programming & servicing. This team offers the ability to assist customers on various technical & software related issues. The ProServices phone numbers do not have voicemail; customers or partners will always receive a live person to consult with. In addition, the average tenure of a ProServices team member is approximately 8 years.

Of course our ProServices team works in conjunction with our Panasonic Authorized Resellers. Below is a table identifying the services provided by the manufacturer and the services provided by the reseller:

Contract / Work Element:	Performed by:
Product design and engineering	Panasonic
Product manufacturing	Panasonic
Centralized product distribution	Panasonic
Centralized (U.S. Based) Warranty Repair	Panasonic
Centralized (U.S. Based) Parts Stock	Panasonic
Centralized (U.S. Based) Technical Support	Panasonic
On-line Product Configurator (integrated to Authorized Reseller contract websites)	Panasonic
Panasonic On-line Resources ○ Master Contract Landing Page ○ Product Data Sheets ○ Solution Data Sheets ○ Industry / Vertical Market Case Studies ○ Cost of Ownership Analysis ○ Product Statistics ○ Warranty information ○ Technical support contact directory ○ FAQ's	Panasonic

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○ Product Registration ○ Downloads ○ BIOS Updates ○ Driver Updates ○ Product Manuals ○ Utilities	
Pre-Sales Support	Panasonic / Authorized Resellers
Demo Unit Support	Panasonic / Authorized Resellers
Complaint Resolution	Panasonic / Authorized Resellers
Quality Assurance Plan (development / management / reseller surveillance)	Panasonic
Environmental Program Management	Panasonic
Recycling / Take back Program Management	Panasonic
Reporting	Panasonic / Authorized Resellers
Point of Sale Websites ○ Reseller's Contract Landing Page ○ Complete PSS IAW requirements ○ On-line ordering IAW requirements ○ Invoice Reprint IAW requirements ○ Service options / agreements IAW requirements ○ Required contact information ○ Designation of sales representatives ○ Purchase order tracking ○ Environmental program / certification links ○ Links to recycle / take back programs ○ Catalog browsing capability	Authorized Resellers
Payment Acceptance / Electronic Payment Processing	Authorized Resellers
End User Shipments	Authorized Resellers
On-site Technical and Warranty Support	Panasonic & Authorized Resellers
Returns (Non-Warranty / RMA)	Authorized Resellers

4C. Describe the types of customer service available to agencies that use this contract:

Customer services surrounding an order, invoice and payment should go directly to the Panasonic Authorized Reseller providing the sale. For customer services about warranty, repair, repair status, call ProServices at 913-685-8855. ProServices Technical support can be reached 24 hours a day, 7 days a week, 365 days a year at 1-800-LAPTOP5.

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- 4D. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team?

In addition to the ProServices hotlines, an agency's reseller of choice will act as the dedicated service representative if that is desired. Supported by their Panasonic Connect's Account Manager and Field Engineering team, any issues should be able to be quickly resolved.

If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller.

Panasonic Connect provides Account Managers and Field Engineers throughout the country to closely support our resellers and their customers.

If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

Panasonic Authorized Resellers, supported by their Panasonic Connect Account Managers and Field Engineers, can easily provide the dedicated service an agency needs. An agency should work closely with their reseller to determine scope of work and if there will be any fees associated with the desired level of support.

- 4E. How are problems resolved?

When a problem occurs, the first call should be made to an agency's point of contact at their Panasonic Authorized Reseller. That person will then work closely with their Panasonic Account Manager and other Panasonic departments as needed to resolve the problem.

- 4F. What response time is guaranteed when a customer service request is made?

Panasonic Connect ProServices does not offer a guarantee on response time, however, we strive to ensure requests are handled immediately and meet our very high standards. For instance, all phone calls and chat instant messages are to be answered by a live person, 24 hours a day, within 60 seconds or less; and all email inquiries are to be responded to within one hour.

- 4G. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

Absolutely! The ProServices team is very concerned about providing the best possible service so they track their response times accordingly. For instance, the standard is that a caller should be speaking with a live person within 60 seconds of calling. Currently, the ProServices team answers an average of 6000 calls per month for TOUGHBOOK users. 90% of calls are answered within 60 seconds or less with the actual wait time averaging only 25-30 seconds.

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Another measurement monitored is abandoned calls, meaning how many callers phone in but then hang up before speaking to a live person. ProServices standard to ensure that less than 5% of calls are abandoned. Currently abandoned calls have averaged only 2% over the last 9 months.

Of course repair turnaround is a key performance indicator. ProServices averages two business days for a typical TOUGHBOOK device repair. This combined with free 2nd day shipping for in-warranty repairs helps return users to full productivity quickly.

- 4H. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

Panasonic Connect ProServices has two different phone lines:

*Technical Support can be reached at 1-800-Laptop5 and is open **24 hours a day, 7 days a week, 365 days a year**. Calls focus on trouble shooting and repairs.*

Customer Service can be reached at 913-685-8855. It is available workdays, Monday through Friday, 6:30am – 6:00pm Central time. Customers can call this number to speak with a live person and check on the status of a repair, any deployment inquiries, and general service information.

- 4I. Submit additional information that will aid the City in evaluating your proposal

Please refer to the Service Collateral in the attachments section of this response that focuses of on the various warranties and services provide by Panasonic ProServices.

- 4J. What is the turnaround time for repairs? Describe the process. Are loaner products available?

From receipt of device until shipped for return, the average time a device in for repair with Panasonic Connect ProServices is two business days.

If a unit fails to operate during the warranty period and in accordance with the standard warranty, the unit will be repaired and returned with no cost for labor, parts, or shipping. To obtain service, please follow the simple steps below.

First, contact Panasonic ProServices Technical Support by calling 1-800-LAPTOP5. Typical hold time is less than one minute. A technician will enter the caller and product data into the database system, determine the warranty status, and try to assist in resolving the issue during the call.

IN-WARRANTY REPAIRS

Once a qualified in-warranty hardware failure is determined, a Return Merchandise Authorization (RMA) number will be issued:

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- *If the problem can be resolved by replacement of an item accessible to the caller — for example, battery, AC adapter, hard drive (most models), CD/DVD drive (some models), memory module (some models) — a Priority Exchange will be set up and a replacement device shipped overnight to the designated location so you are up and running the next business day. The defective item is returned to the Panasonic Service Center. Panasonic pays shipment in both directions.*
- *If the unit needs to be returned for repair, the unit can be shipped, pre-paid, by Panasonic to the Panasonic Service Center for repair and return. More than 80% of repairs are completed within two business days of receipt at the service center. All units are thoroughly quality control checked before they are shipped back to the customer to virtually eliminate repeat failures.*

OUT-OF-WARRANTY REPAIRS

If a unit is determined to be out of warranty but repair is required, the unit may be shipped pre-paid by the owner to the Panasonic Service Center.

- *An evaluation fee will be required to diagnose the repair so an estimate can be made of the total cost of repair.*
- *The service center will contact the customer for approval of the repair estimate, which includes labor, parts, shipping, handling and any taxes, before repairs are made.*
- *Once approved and payment terms are accepted, the unit is repaired and returned to the customer.*

LOANERS

Panasonic Connect ProServices does not have a loaner program, however, we do offer our “Hot-Swap” warranty program that allows for an agency to have a 24-Hour Exchange Program that provides next-business-day delivery of a customer-owned TOUGHBOOK device when a unit requires service. This service helps minimize downtime and maximize productivity.

Hot Swap

*The Hot Swap program requires **customer-owned** TOUGHBOOK computers to be stored at the Panasonic ProServices facility. All TOUGHBOOK devices stored will be configured to an agency’s requirements and maintain its-disk image. When a call is placed to the Panasonic Technical Support hotline, a representative will either resolve the problem over the phone or ship a Hot Swap device for*

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next-business-day (call must have been placed by 3pm Eastern time). The device needing repair will then be returned to ProServices, repaired, and placed into the Hot Swap inventory for a future swap.

Hot Spare

An enhancement to the Hot Swap program is the Hot Spare program. It works exactly the same as Hot Swap, but after the device is repaired, it is returned to the end user. When the Hot Spare program is activated, the Panasonic ProServices receives the damaged unit, issues a spare unit while the repairs are being made, and returns the original unit to the owner following service delivery completion. At the end of the process, the spare unit is returned to the service center and prepared for the next use.

Hot Spare is a valuable option when specific assets are assigned to specific users, and it helps ensure that the user maintains their assigned computer. It also reduces asset management hassles by not requiring the customer to switch computers or change serial numbers and entitlements

Please see the brochure on the Hot Swap program in the attached Service collateral.

4K. Describe the warranty period of products. Submit information on your warranty programs.

Panasonic-manufactured products warranties are provided by Panasonic. Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.

- Standard warranty. Our Standard warranty covers TOUGHBOOK® computers from defects in materials and workmanship for three years and includes a priority parts exchange program and repair service at no cost. It provides lifetime access to our U.S.-based technical support hotline; online access to drivers, first-aid disks, BIOS updates, tools, utilities and manuals; free overnight delivery of customer-replaceable parts and repaired units; and access to Panasonic field service personnel*
- Extended warranty. Extend your Standard warranty up to two additional years, stretching coverage to match your refresh cycle. Extending your warranty delivers peace of mind, uninterrupted worker productivity and significant reduction in out-of-warranty repair costs and IT workload.*

ENHANCED WARRANTIES

- Protection Plus (accidental damage coverage) augments our Standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. And in cases when the damage is beyond repair, we will replace the entire device. With Protection Plus, your workers experience minimal disruption, and your IT staff doesn't get sidetracked with unexpected repairs. This helps you develop predictable budgets for entire projects without surprises.*

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- *Ultimate Care warranty is designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, you are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround and even unit failure rates.*
- *Smart Battery warranty covers one of the most common sources of downtime (and frustration) for field workers is a drained battery. Our Smart Battery warranty monitors battery capacity so you are prepared to switch it out when you need to, eliminating overnight emergency replacements and keeping workers productive with fresh, new batteries.*
- *Hard Drive No Return warranty. If your security policies dictate that you cannot return a hard drive for repair or replacement, you can keep your faulty drive and Panasonic will send you a replacement unit. You maintain complete control of your sensitive data at all times, as well as compliance with CJIS or HIPAA requirements.*

SPECIALIZED REPAIR SERVICES

- *24-Hour Hot Swap exchange. Get overnight delivery of a TOUGHBOOK laptop, tablet or handheld if a unit fails. Instead of waiting for a repair, you're immediately sent a device from an inventory of customer-owned, pre-imaged computers stored at our National Service Centers. Meanwhile, you send your damaged unit to Panasonic; we then repair it and place it back into your on-demand inventory.*

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5. Method of Approach - Technology Requirements

Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of certain line items and to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a “favorites” list or other personalized list of frequently ordered items; to create a “shared” list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to track their budget for purchases; to generate reports.

Since all ordering comes through the Panasonic Authorized Reseller channel, Panasonic does not offer these services. However, there are some resellers who are able provide these services such as Mobile Concepts Technology (MCT) of Phoenix, who is currently providing a custom portal with similar functionality for the Arizona Department of Public Safety.

Describe additional functionality offered by your website.

Although Panasonic Connect does not offer an order tracking portal, we do offer a Service Gateway to help with asset management. This self-service portal allows online opening of a service-related case, tracking of case history, and details about your Panasonic products across all product lines. By providing a focused view of your Panasonic assets, cases, and entitlements, we aim to optimize your experience and eliminate the strain of complicated service issues. Please see the brochure in our Service Collateral file.

Describe the hours your website is applicable?

The Service Gateway is available 24 hours a day, 7 days a week, 365 days a year.

What are your hours of downtime, such as for system maintenance?

As needed. If the system will be down, users will be warned.

Does your website offer real time product availability?

No. Panasonic is a build to order manufacturer therefore our website will not reflect product availability. However, our Authorized Resellers, working with their appropriate Authorized Distributors may be able to show real-time product availability on their own websites or custom portals that they build for the agency.

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If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer?

Any volume discounts or other types of incentives will be offered by the reseller channel.

Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

This functionality depends on the chosen reseller. In general, resellers will send emails about order confirmation, invoicing, etc.

Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self- registration, are you available to assist in the registration process?

This functionality depends on the chosen reseller and their capabilities.

Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.

This functionality depends on the chosen reseller and their capabilities.

Describe the types of online reporting that are available. Is customized reporting available?

This functionality depends on the chosen reseller and their capabilities.

Describe your online return process (if available).

This functionality depends on the chosen reseller and their capabilities. In general, since Panasonic Connect is a build to order manufacturer, returns are rarely accepted.

Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?

This functionality depends on the chosen reseller and their capabilities.

Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

This functionality depends on the chosen reseller and their capabilities.

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6. Method of Approach - Reporting Requirements

Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.

Panasonic acknowledges Attachment F, Exhibit E Omnia Partners Contract Sales Reporting Template and agrees to work with our Panasonic Authorized Resellers to provide the Agency Department of Procurement with a copy of our resellers' usage reports upon request or as scheduled.

7. Price Proposal

7A. Provide price proposal as requested on the Price Page attached herein.

Please see the Pricing Page as uploaded within the OpenGov procurement system.

7B. Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc.

Panasonic Connect relies on our Authorized Resellers to provide more aggressive pricing for volume orders and other incentivized purchasing. The Panasonic Connect sales team will work closely with the Authorized Resellers to support competitive pricing initiatives which may result in pricing less than the discounts proposed herein, but on a case by case basis.

7C. Describe any government rebate programs that are offered.

At this time, Panasonic Connect is unaware of any particular government rebate programs. As programs come available and we become aware of them, your Panasonic Account Manager will work with our reseller channel to ensure public agencies are made aware and can take full advantage of any offers.

7D. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

At this time, a survey of our highlighted Authorized Resellers for this contract do not offer discounts for using a particular ordering or payment method, however, some will charge an additional fee for using credit cards, so please confirm if any additional charges may be incurred prior to finalizing an order.

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Please note, the prices presented by Panasonic Connect with our response to this RFP are merely “not to exceed” prices. An Authorized Reseller is allowed to and may offer additional discounts as they deem appropriate, whether they are associated with volume of the order or other incentivized means.

7E. The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology, describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.

Panasonic Connect does not anticipate adding new products that would fall outside the categories listed on the proposed discount matrix. If for some unknown reason, a new product is introduced that would require a new discount category, the Panasonic Connect Contracts Manager will work closely with the City of Tucson and OMNIA Partners to update the price list and or amend the contract(s) as needed.

8. Qualifications & Experience

8A. Provide a brief history and description of your firm.

Panasonic Connect North America is a Division of Panasonic Corporation of North America (PNA) based in Newark, NJ, which is a wholly owned subsidiary of the Japan-based Panasonic Corporation.

Panasonic manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic’s branding, marketing, sales, service, product development, and R&D operations in the United States and Canada. Panasonic Connect North America provides these functions for Panasonic’s TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker solutions, digital signage, and factory automation (robotic welding) product lines.

Panasonic was established in 1918 by its founder, Konosuke Matsushita, and has been committed to the progress and development of society and the well-being of people through its business activities, thereby enhancing the quality of life throughout the world. Panasonic is over 100 years old and intends to be around for at least another 150 more (yes, we actually have a plan for that far out!) We are committed to building sturdy, reliable products that you don’t need to worry about, to turning requests and orders around quickly and with integrity – we want you to know, we’re here for you.

For more information about Panasonic’s history, please visit

<https://holdings.panasonic/global/corporate/about/history.html>

8B. Offeror is a reseller, provide proof your firm is an authorized reseller.

Not applicable as Panasonic Connect is responding as a manufacturer.

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- 8C. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred.

Panasonic Connect is pleased to provide the following as reference as they are active customers near the City of Tucson:

Phoenix, Arizona Arron Sanders (480) 529-0157 arron.sanders@phoenix.gov 620 West Washington Street Phoenix, Arizona 85003	San Diego, California Neil Torculas (858) 492-5052 ntorculas@sanidiego.gov 9601 Ridgehaven Court San Diego, California 92123	Mesa, Arizona Garrett Graham (480) 644-3958 garrett.graham@mesaaz.gov 59 E 1st Street Mesa, Arizona 85210
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- 8D. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.

Kelly Tinucci is Panasonic Connect's Territory Account Manager for Arizona and, in addition to an agency's Authorized Reseller of choice, will be the primary customer service representative representing Panasonic Connect to the agencies of the City of Tucson.

Kelly's may be reached via phone at 480-404-0425 or email at kelly.tinucci1@us.panasonic.com

Kelly's resume can be viewed at <https://www.linkedin.com/in/kelly-tinucci-6298b61a6>

Kelly has worked as an Account Manager her entire career. Fielding customer inquiries and taking care of things is what she lives for.

Kelly has worked for Panasonic since March of 2018 servicing the public sector her the entire tenure. Before working for Panasonic, Kelly worked for the Arizona powerhouse, Cox Business.

Below are a few customer references from her accounts:

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Technical Proposal

Contact's name: Timothy Ulery Phone number: 623-930-3060 Email: tulery@glendaleaz.com Position: Communications Systems Technician Organization: Glendale Police Department Kelly worked with this customer to assist in providing pricing and information regarding Panasonic TOUGHBOOK products and services.	Contact's name: Sergeant Frailan Young Phone number: 480-644-3737 Email: Frailan.young@mesaaz.gov Position: Sergeant Organization: Mesa Police Department Kelly worked with this customer to assist in providing pricing and information regarding Panasonic TOUGHBOOK products and services.	Contact's name: Aaron Bauer Phone number: 480-299-3166 Email: abauer@mobileconceptstech.com Position: Vice President Organization: Mobile Concepts Technology Kelly works closely with this Authorized Reseller to provide excellent service and pricing to Arizona agencies regarding Panasonic TOUGHBOOK products and services.
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City of Tucson

License Certificate

Business Name and Mailing Address:

PANASONIC CORPORATION OF NORTH AMERICA
ATTN: TAX DEPT
2 RIVERFRONT PLZ FL 11
NEWARK NJ 07102

License Number: 0109967

Type:

Issue Date: January 08, 2022

Expiration Date: December 31, 2022

Owner:

PANASONIC CORPORATION OF NORTH AMERICA

This license / permit is **non-transferable** and must be posted
in a conspicuous place at the business location.

**THE ISSUANCE OF THIS LICENSE / PERMIT SHALL
NOT BE CONSTRUED AS PERMISSION TO OPERATE
IN VIOLATION OF ANY LAW OR REGULATION.**

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

0109967

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to
revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: PANASONIC CORPORATION OF NORTH AMERICA

Located At: 2 RIVERFRONT PLZ FL 11, NEWARK, NJ
07102

Effective: January 01, 2022

Please refer to license number in all correspondence.

By

Director, Business Services

Response to City of Tucson Request for Proposal 226017 for Mobile Computing Solutions
Response to Exhibit A – OMNIA Partners Contract

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson, AZ (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Mobile Computing Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

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Response to Exhibit A – OMNIA Partners Contract

Panasonic Connect Comment: Please ensure that the final agreement reflects the use of resellers in all transactions such as purchase orders, invoices, payments, etc., with the participating public agency.

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

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

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

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

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$8 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

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1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

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2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

Panasonic Connect North America is a Division of Panasonic Corporation of North America (PNA) based in Newark, NJ, which is a wholly owned subsidiary of the Japan-based Panasonic Corporation.

Panasonic manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic's branding, marketing, sales, service, product development, and R&D operations in the United States and Canada. Panasonic Connect North America provides these functions for Panasonic's TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker

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solutions, digital signage, and factory automation (robotic welding) product lines, most of which are proposed for this contract.

Panasonic was established in 1918 by its founder, Konosuke Matsushita, and has been committed to the progress and development of society and the well-being of people through its business activities, thereby enhancing the quality of life throughout the world. Panasonic is over 100 years old and intends to be around for at least another 150 more (yes, we actually have a plan for that far out!). We are committed to building sturdy, reliable, dependable products and to turning requests and orders around quickly and with integrity.

For more information about Panasonic's history, please visit

<https://holdings.panasonic/global/corporate/about/history.html>

Panasonic Connect currently has direct procurement contracts and or state participating addendums with 46 lead agencies.

B. Total number and location of salespersons employed by Supplier.

*Panasonic Connect has over **80 sales associates** who support our Panasonic Authorized Resellers and their customers involved with proposed product lines, as well as the state and local public sector customer-base (police, sheriff, fire, ems, education, etc.). Our sales associates are located **across the nation**, in or near the territory they support to ensure timely response.*

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

Panasonic Connect, a division of Panasonic Corporation of North America, is located at the headquarters of Panasonic Corporation of North America in Newark, New Jersey.

Panasonic Connect has two ProServices support centers, both centrally located. One is in Kansas City, Kansas, and the other is in Memphis, Tennessee.

Our sales organization and field engineers, intentionally stationed in territories across the country, are close by to quickly assist their territory's Panasonic Authorized Resellers and customers.

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D. Annual sales for the three previous fiscal years.

Annual sales for each fiscal year ending March 31st for Panasonic Corporation (global) are:



For additional information, please refer to Panasonic Corporation's (global) Financial Summary included with the requested documentation file uploaded to the OpenGov system along with our proposal.

a. Submit FEIN and Dunn & Bradstreet report.

The FEIN for Panasonic Corporation of North America is 36-2786846.

Please see the latest Dunn & Bradstreet report for Panasonic Corporation N.A. uploaded as a separate file on the OpenGov system.

E. Describe any green or environmental initiatives or policies.

Panasonic Corporation's Environmental Statement

Fully aware that humankind has a special responsibility to respect and preserve the delicate balance of nature, we at Panasonic acknowledge our obligation to maintain and nurture the ecology of this planet. Accordingly, we pledge ourselves to the prudent, sustainable use of the earth's resources and the protection of the natural environment while we strive to fulfill our corporate mission of contributing to enhanced prosperity for all.

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Panasonic Corporation's Environmental Action Guideline

Toward achieving a sustainable society, we will strive to develop our business through the creation of environmental value. For this purpose, we will address environmental challenges through our business activities and will expand our environmental initiatives based on collaboration with stakeholders.

(1) Initiatives to address environmental challenges

- We will reduce CO2 emissions through production activities and products/services.*
- We will work to efficiently use resources by pursuing Recycling-oriented Manufacturing.*
- We will conserve water resources through efficient use of water and prevention of contamination.*
- We will reduce the impact of chemical substances on human health and the environment.*
- We will consider and conserve biodiversity.*

(2) Initiatives based on collaboration with stakeholders

- We will provide products and services that create environmental value for customers with our technical strengths.*
- We will expand our environmental contributions with our partner companies.*
- We will deepen communications with local communities and work as a team to address environmental challenges.*

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Panasonic Corporation's first Basic Business Principle is "Contribution to Society," which was established by our company's founder, Kōnosuke Matsushita, over 100 years ago. Mr. Matsushita stated, "we will devote ourselves to the progress and development of society and the well-being of people through our business activities, thereby enhancing the quality of life throughout the world."

*As a result of this deep and long-lasting company culture, social impact is part of our DNA. It shows up in many ways across the organization, from the work of the **Panasonic Foundation** and our **Office of Social Impact**, to Panasonic's **Supplier Diversity Program**.*

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COMMUNITY INCLUSION

“Education is one of the most important drivers of economic development and growth”

The Panasonic Foundation was created in 1984 by the Matsushita Electric Corporation of America (now known as Panasonic) as a gesture of thanks to the United States and as a way of contributing to American society. From its beginning, the Foundation’s mission has been to advance an equity agenda for the improvement of PreK–12 public education in the United States. For the past three decades, the Panasonic Foundation has been rooted in supporting equity & educational excellence for all students by investing in systemic change and capacity building requiring a top-down approach, with the vision of increasing educational opportunities for students to succeed in the global 21st century.

Education is proven to foster economic development and reduce economic disparities. Today more than ever, education is, and must be, the great equalizer. We now live in a world where the jobs of the future will require more than “basic skills.” By 2030, two-thirds of the fastest growing industries will require a postsecondary credential or degree. We know that far too many students are not being prepared for a post-secondary education and for success in the global workforce. Challenges in our U.S. educational system persist, especially for low-income and minority students. Therefore, Panasonic is focused on closing the access and opportunity gap to alleviate educational inequities by providing Title I schools (schools with large concentrations of poverty) with quality STEAM programming.

WORKFORCE DIVERSITY

At Panasonic, we believe that it is essential to create an organizational culture in which all individual employees can fully deploy their talents regardless of age, gender, or nationality. Thus, we regard the promotion of diversity as a crucial part of our business strategy, provide a broad range of opportunities for anyone with ability and ambition, and actively strive to create a rewarding work environment.

In fiscal 2011, Panasonic developed and implemented our Global Diversity Policy, which states that Panasonic is a collection of people with various backgrounds and diverse traits in terms of gender, age, race, belief, religion, nationality, sexual orientation, and gender identity. Each person has various differences and ideas. By sharing these ideas across countries and business areas, we can create more innovative values. Panasonic Corporation of North America is committed to building and maintaining a workforce as diverse as the communities we serve.

The Panasonic DEI Employee Council working with PNA’s Office of Social Impact was created to help foster an inclusive environment that allows employees to feel valued and empowered. Its mission is to create a workplace that attracts and retains top talent and values diverse thoughts and experiences to support the strategies and actions around Diversity, Equity, and Inclusion at Panasonic.

The Diversity & Inclusion (D&I) Program at Panasonic Corporation of North America includes Business Impact Groups, which include Rise (supporting women), Veterans Group, PRISM (supporting LGBTQ), and Level Up

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(Millennials) launched in 2019. In June 2020, we launched a new Business Impact Group called the BLAAC (Black, Latino, African American, and Caribbean) Employee Network.



These groups are just one way that we support the recruitment, retention, and internal advancement of a diverse workforce. Our efforts in inclusion and diversity have led us to receive many awards including:



**Women Engineer Magazine
Top 50 Employers for
2018 & 2020**



**STEM Workplace Diversity Magazine
Top 50 Employers for
2018**



**Minority Engineer Magazine
Top 50 Employers for
2018**

At Panasonic North America, Equity and Inclusion is at the heart of our talent acquisition strategy. 37% of our overall management team is from historically underrepresented groups and 29% of our leadership in North America is female, with this number continuing to increase year-over-year. Additionally, as of June 2020, individuals with disabilities represented 2.35% of the Panasonic Corporation workforce globally.

SUPPLIER DIVERSITY

Panasonic Connect's TOUGHBOOK products are used by many federal and state government agencies that encourage the utilization of small, diverse, minority, and veteran-owned resellers to be a part of our channel model. This initiative led to the creation of PNA's Supplier Diversity Program.

Panasonic's Supplier Diversity Program was established to ensure Small Businesses are offered the maximum opportunities to establish ongoing business relationships with us. And while PNA has always welcomed small and diverse suppliers who can add value to our organization, we're happy to have a program that focuses on these high-quality small and diverse service providers.

RESELLER DIVERSITY

Panasonic Connect currently has no mechanism to collect and analyze data on the diversity of its channel partners. However, with diversity, equity, and inclusion now high priorities for the company, it is assessing ways to measure the diversity of its channel and ensure that its partners represent the diversity of its customer base and the population in general.

In the listing of the Panasonic Authorized Resellers approved to sell off this contract, we have noted those with special designations.

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G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Panasonic Connect has vetted and approved the following Authorized Resellers to sell off of the City of Tucson / OMNIA Partners cooperative agreement:

Academic Technologies

Located in Jackson, MS; Ridgeland, MS; Birmingham, AL

www.academictechinc.com

Christy Rogers

christy@academictechinc.com

703-501-9893

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Adwar Video
Located in Farmingdale, NY
www.adwarvideo.com
Pam Dandic, Office Manager
pam@adwarvideo.com
631-777-7070 x120

Pivot Technology Services Corp. d/b/a Computacenter
Servicing Texas, East Coast, Midwest United States
www.computacenter.com/us
Johanna Daily, Senior Financial Analyst
johanna.daily@computacenter.com
210-885-1969

CDS Office Technologies
Locations in Springfield IL (Corporate Headquarters), Bloomington IL, Champaign IL, Chicago IL, Davenport IA, Marion IL, Peoria IL, Quincy IL, St. Louis MO
www.cdsofficetech.com
Mark Gottlieb, Senior Account Manager
mgottlieb@cdsot.com
630-677-1315

Code 3 Technology
Located in Mesa, AZ
www.code3technology.com
Clay Jeppsen, President
clay@code3technology.com
480-888-6401

Diversified US
Headquartered in New Jersey with 35 offices nationwide
<https://onediversified.com>
Brad Thomas
bthomas@onediversified.com
866-447-1004

GovDirect (WOMEN OWNED)
www.govdirect.com
Located in Clearwater, Florida
Brian Robbins, Director of Public Sector Solutions
brobbins@govdirect.com
888-868-4431

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Law and Order Technology, LLC

Located in Fort Lauderdale, Florida, and Fuquay-Varina, North Carolina

www.lawandordertechnology.com

Rodney Spell, Vice President

rodney@lawandordertechnology.com

954-281-505

Lehr Auto

Sacramento CA, Pittsburg CA, Anaheim CA, Hayward CA, Reno NV, and Salem OR

www.lehrauto.com.

Jim Stommel, President

jim@lehrauto.com

916-646-6676

Mobile Concepts Technology (MCT)

mobileconceptstech.com

Located in Phoenix, AZ, Denver, CO, Spartanburg, SC, Houston, TX

Aaron Bauer, Vice President of Business Development

abauer@mobileconceptstech.com

480-299-3166

Rugged Depot

Located in Spartanburg, SC and Houston, TX

www.ruggeddepot.com

Claes Adler

claes.adler@ruggeddepot.com

888-337-3007

Route 1

Scottsdale, AZ

www.route1.com

Amy Wilbur

amy.wilbur@route1.com

561-314-9091 x4512

Turn-Key Mobile, Inc.

Based out of Jefferson City, Missouri, and servicing the states of Missouri, Kansas, Oklahoma, Arkansas, Mississippi, Texas, North and South Dakota.

www.turnkeymobile.com

Mike Southard, President

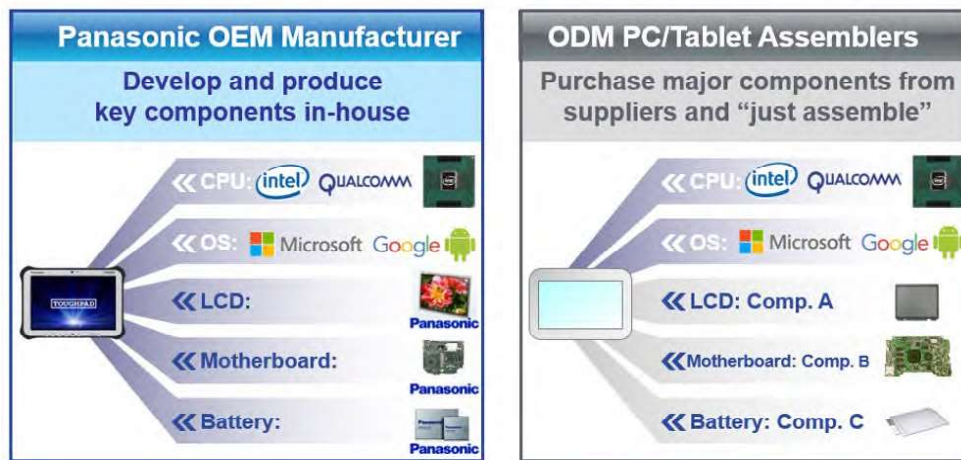
mike@turnkeymobile.com

573-893-9888

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I. Describe how supplier differentiates itself from its competitors.

Panasonic invented the rugged computing category in 1996 and continues to be the market leader in rugged computing. Why? Panasonic's manufacturing standards are unsurpassed. Unlike our competitors, Panasonic is one of the few remaining core OEM PC manufacturers, which means we still design and manufacture many key components in Panasonic TOUGHBOOK® laptop products.



While many manufactures claim to meet similar MIL-STD-810 testing standards, all rugged devices are simply not created equal. Panasonic can offer an agency a "Service Level Agreement" that commits to our reliability, low failure rates, and service & support based on the specific customer and the product(s) that they are using in their Panasonic solution. We proudly stand behind our 50+ years of research, design, and innovation.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Panasonic Connect North America has not been involved in any litigation, bankruptcy, or reorganization.

K. Felony Conviction Notice: Indicate if the supplier:

- a. is a publicly held corporation and this reporting requirement is not applicable;

Panasonic Connect North America is a division of Panasonic Corporation of North America, which is a wholly owned subsidiary of Panasonic Corporation, a publicly held corporation headquartered in Osaka, Japan. Panasonic Corporation is listed on the Tokyo Stock Exchange; our TSE Securities Code is 6752.

This reporting requirement is not applicable.

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- b. is not owned or operated by anyone who has been convicted of a felony; or

Not applicable to Panasonic.

- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable to Panasonic.

- L. Describe any debarment or suspension actions taken against supplier

Panasonic Connect North America has not been debarred or suspended.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Panasonic Connect is pleased to offer our TOUGHBOOK rugged computing devices (laptops, tablets, and handhelds) as well as supporting services and accessories, and other related technologies such as video display, projectors, professional audio video equipment, lecture capture equipment, and digital signage.

Please refer to the files included with our proposal entitled "Product Collateral" and "Services Collateral."

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

When an order is placed with a Panasonic Authorized Reseller, that order then passes to the Distributor and then to Panasonic Connect for manufacturing at a Panasonic-owned factory in either Japan or Taiwan (both countries are Trade Agreements Act (TAA) compliant). After manufacturing, TOUGHBOOK devices are flown to the United States on commercial transport and delivered to the appropriate service center. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of two U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in Kansas City, Kansas, and TOUGHBOOK handheld devices are deployed from at our Center in Memphis, Tennessee. Each facility is at least 25,000 square feet.

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After configuration, devices are shipped from the appropriate facility via FedEx 2nd day air to the customer-designated location – no matter where it may be (within law). However, if there are over 40 units in the order, then we palletize the devices and ship them via 3-5 day transport.

Deliveries will be made to the designated location, whether that is the agency's front desk or to an installation team; however, if palletized, the chosen reseller may need to receive the shipment and deliver devices to the customer's desk.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All participating agencies may access either of two websites where the Pricing and the Terms of the OMNIA Partners Cooperative Agreement may be found:

<https://na.panasonic.com/us/government-contracts/national-ipa-contract>

and the OMNIA Partners Panasonic microsite:

<https://www.omniapartners.com/publicsector/suppliers/panasonic/overview>

These two websites provide contract details and pricing, which can be used to audit pricing and ensure compliance with the Master Agreement terms.

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

The procuring agency's chosen Authorized Reseller will work with a Panasonic Distributor (usually Ingram Micro or Synnex) to place the order with Panasonic Connect North America. The order then will be sent to Panasonic Connect in Japan for manufacturing at one of two Japanese-owned factories in either Japan or Taiwan.

The manufactured devices will be flown on commercial airliners to the appropriate Panasonic-owned ProServices facility for final configuration and deployment. Devices are then shipped via Fed Ex or another major transport company to the designated delivery

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address. If installation is purchased via the Master Agreement, Mobile Mounts will be subcontracted to perform the installations, usually at the customer location.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

*All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at **one of two** U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in **Kansas City, Kansas**, and TOUGHBOOK handheld devices are deployed from at our Center in **Memphis, Tennessee**. **Each facility is at least 25,000 square feet.***

3.3 Marketing and Sales

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

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Panasonic's executive leadership is committed to the examination of customer needs and the development of new solutions addressing these needs. To this end, Panasonic is including new customer-focused solutions that are peripheral to our mobile computing technology. Within the first 10 days of award, Panasonic's sales leadership will announce the contract award and note OMNIA Partners as the initial contract vehicle offering these new solutions. The OMNIA Partners contract will be used as our first and primary go-to-market strategy for new ruggedized computers, peripheral equipment, and peripheral solutions for public agencies and universities across the country.

During the first 90 days of the contract, Panasonic will promote sales of the latest solutions and mobile computing and peripheral equipment/accessories across all public safety, K-12, and higher education verticals. In preparation, Panasonic's Contract Manager will train all sales team members and authorized contract resellers on the terms and conditions of the OMNIA Partners contract,

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products/solutions offered, and contract pricing. Panasonic's Contract Manager also will train resellers on the mandatory monthly reporting and administrative fee payment to ensure all sales are captured.

The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the OMNIA Partners sales teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the OMNIA Partners Connect tool and trained on the use of this tool. Panasonic will use the Connect tool's search functionality to leverage key data to further progress leads.

During the first 90 days, Panasonic will use updated OMNIA Partners' participation lists for quick access to updated member information, which will be a critical component of our targeted marketing campaigns for each of the different verticals. Initial campaigns will focus on the recently introduced fully rugged TOUGHBOOK FZ-40 clamshell, as well as such peripherals as indoor and outdoor digital signage and our new lecture capture solutions. Using the Connect tool in conjunction with end-user agency participation lists, Panasonic will identify the largest target audience for these marketing efforts, pull key data points to support the selling cycle, and distill data for monitoring future improvements.

Panasonic's initial marketing campaigns will include a mix of social media, email drips, website links, case studies, microsite updates, and limited time promotional discounts.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

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- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Panasonic Connect North America is pleased to provide a 90-day contract marketing and support plan that is designed specifically for the initiation and promotion of the new OMNIA Partners Mobile Computing Solutions contract. Working with our nationwide sales team and our designated authorized reseller partners, we can continue to build on this initial summary plan.

The Panasonic Connect sales and marketing teams, in collaboration with our designated authorized reseller partners and (where applicable) the OMNIA Partners Marketing representative(s), will compose and coordinate the following marketing campaigns:

- *Customized, co-branded flyers to promote the OMNIA Partners contract (see example below).*
- *Creation and distribution of an initial co-branded press release concerning contract award/availability and continuing contract advertisements to trade publications.*
- *Social media awareness campaigns directing customers to the Panasonic OMNIA Partners web portal and the OMNIA Partners Panasonic microsite to learn more about the contract and contact us if interested.*

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- *Call campaigns by Panasonic Authorized Resellers to reach out to customers to inform them of the contract and any promotions.*
- *Customer visits (in person and via teleconference) from Panasonic's Channel Managers and Territory Account Managers to evangelize the contract.*
- *Reseller partners outbound program to their customers.*
- *Webinars to educate and inform Panasonic resellers on how best to utilize the new OMNIA Partners contract.*
- *Conference calls and webinars to educate customers on the value proposition of the contract.*
- *Participate on Advisory Councils with customers to promote contract awareness.*
- *Offer demo units to customers for no-cost product evaluations, if applicable.*
- *Email campaign, blogs, and social media engagement by Panasonic Connect Channel Managers and Territory Account Managers.*
- *Case studies with specific end-user solutions.*

Similar to its current OMNIA Partners Mobile Computing Contract web page and the Panasonic microsite on the OMNIA Partners website, Panasonic's dedicated OMNIA Partners Mobile Computing Contract website for the new contract will include:

-  *OMNIA Partners standard logo*
-  *Copy of original Request for Proposal*
-  *Copy of OMNIA Partners master contract and all amendments between the Principal Procurement Agency (i.e., City of Tucson) and Panasonic Connect North America*
-  *Summary of products and pricing*
-  *Marketing materials*
-  *Electronic link to OMNIA Partners' website, including the online registration page*
-  *A dedicated toll-free number and email address for OMNIA Partners.*

In addition to this Panasonic-owned website, Panasonic Connect will work with OMNIA Partners to make available and maintain a microsite on the OMNIA Partners website.

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The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows, including:

- State Technology Forums
- Digital Government Summits
- Government IT Symposiums
- LEIM
- CACP Annual Conference
- National Sheriffs (NSA)
- Police Security Expo (PSE)
- Fire Chiefs Summit
- CJIS Annual Training
- Fire Rescue (FRI)
- NIGP Annual Forum
- Urban Shield
- COPSWEST
- IACP



Leverage the Benefits of Panasonic TOUGHBOOK and Omnia Partners

PANASONIC ADVANTAGE

Ruggedness and reliability are standard for wireless mobile computing, and Panasonic's TOUGHBOOK computers, tablets and handhelds are built to perform in harsh conditions. Through its broad range of integrated business technology solutions, Panasonic empowers professionals to do their best work.

Customers in government, production, education and a wide variety of commercial enterprises, large and small, depend on Panasonic to reach their full potential, achieve a competitive advantage and improve results.

Panasonic is a major manufacturer that designs, builds and tests its devices and most components in its own factory. This allows Panasonic to control quality, consistency and parts availability every step of the way.

PANASONIC CONTRACT: #171725-01

Information Technology Contract Period:
Valid **October 10, 2022** – **October 9, 2024**

PRODUCT RANGE

- TOUGHBOOK laptops, tablets, 2-in-1s and handhelds
- TOUGHBOOK accessories
- Pro Displays
- Projectors
- ProAV Cameras, camcorders, and microphones
- Digital Signage
- Lecture Capture technology





BENEFITS OF PANASONIC AND OMNIA PARTNERS, PUBLIC SECTOR

- Discounted prices
- Highest quality procurement services
- Access to a full line of integrated technology solutions

WHO CAN BENEFIT

The Panasonic contract available through OMNIA Partners, Public Sector benefits: states, counties, cities and municipal agencies; public and private educational institutions; and nonprofit organizations.

For inquiries:

Jeanne.Smith@us.panasonic.com
Panasonic Connect Contracts Manager

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and nonprofit organizations.



us.panasonic.com/publicsector | 1-888-245-6344

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MOBILITY SOLUTIONS



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- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

Panasonic Connect will always put the wants and needs of its customers first and foremost. When working with Public Agencies, Panasonic will offer the OMNIA Partners contract as an option, stressing the competitive solicitation/award, wide product line availability, ease of contract use, and availability of other products and services, if needed, through other OMNIA Partners contracts, pointing out how using the OMNIA Partners Master Agreement contract will help the agencies save time and money throughout the procurement process.

Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Below is a list showing Panasonic Connect's current cooperative contracts that we directly hold:

PANASONIC CONTRACTS	TYPE
NASPO ValuePoint Master Contract Lead State—Minnesota	National Cooperative
Alaska	State Participating Addendum (NASPO)
Arizona	State Participating Addendum (NASPO)
Arkansas	State Participating Addendum (NASPO)
California	State Participating Addendum (NASPO)
Colorado	State Participating Addendum (NASPO)
Connecticut	State Participating Addendum (NASPO)
Delaware	State Participating Addendum (NASPO)
Florida	State Participating Addendum (NASPO)
Hawaii	State Participating Addendum (NASPO)
Idaho	State Participating Addendum (NASPO)
Iowa	State Participating Addendum (NASPO)
Kentucky	State Participating Addendum (NASPO)
Louisiana	State Participating Addendum (NASPO)
Minnesota	State Participating Addendum (NASPO)
Missouri	State Participating Addendum (NASPO)
Montana	State Participating Addendum (NASPO)
Nebraska	State Participating Addendum (NASPO)
Nevada	State Participating Addendum (NASPO)
New Jersey	State Participating Addendum (NASPO)
New Mexico	State Participating Addendum (NASPO)
North Dakota	State Participating Addendum (NASPO)
Oklahoma	State Participating Addendum (NASPO)
South Carolina	State Participating Addendum (NASPO)

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PANASONIC CONTRACTS	TYPE
South Dakota	State Participating Addendum (NASPO)
Tennessee	State Participating Addendum (NASPO)
Utah	State Participating Addendum (NASPO)
Vermont	State Participating Addendum (NASPO)
Washington	State Participating Addendum (NASPO)
Wisconsin	State Participating Addendum (NASPO)
Mountain Brook (AL) Police Department	Local Participating Addendum (NASPO)
City of Glendale (AZ)	Local Participating Addendum (NASPO)
City of Goodyear (AZ)	Local Participating Addendum (NASPO)
City of Gainesville (FL)	Local Participating Addendum (NASPO)
Texas DIR	Cooperative
OMNIA Partners	National Cooperative
City of Phoenix (AZ)	Local OMNIA Partners piggyback agreement
County of Fresno (CA)	Local OMNIA Partners piggyback agreement
PEPPM	National Cooperative
TIPS	National Cooperative
Alabama	State Contract
Mississippi	State Contract
Georgia	State Contract
NY OGS Audio Visual	State Contract (also available to surrounding States)
NY OGS IT Umbrella	State Contract (also available to surrounding States)
North Carolina	State Contract

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Panasonic Connect acknowledges and agrees to provide its logo to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Panasonic Connect acknowledges that use of the OMNIA Partners logo will require permission for reproduction, as well.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - Best government pricing

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- iii. No cost to participate
- iv. Non-exclusive

Panasonic Connect's Contracts Manager is very proactive in passing along leads from OMNIA Partners to our Panasonic Account Managers. New for this contract, Panasonic Connect recently created a Capture role that will also assist in the timely follow up of leads established by OMNIA Partners. This is in addition to frequent training that is given to the sales associates and resellers reminding them of how easy and convenient the program is for public agencies to take advantage of.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

Panasonic Connect confirms it trains and will continue to train its national sales force on the Master Agreement, at minimum in the areas stated above.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support

Alex Nollmann
Director of Public Sector
Panasonic Connect, Mobility solutions
alexander.nollmann@us.panasonic.com
973-985-6846

Magnus McDermid
Senior Vice President, Sales
Panasonic Connect, Mobility Solutions
magnus.mcdermid@us.panaosnic.com
905-238-2261

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ii. Marketing

Amila Abeysekera
Senior Marketing Specialist
Panasonic Connect
Amila.abeysekera@us.panasonic.com
862-236-0349

iii. Sales

The highlighted thirteen Panasonic Authorized Resellers (in Section H of this document) are currently on the OMNIA Partners contract and will be included on the new OMNIA contract. They are the primary contacts for all sales. If an agency would prefer to work with an Authorized Reseller that is not currently listed on the contract, the Panasonic Connect Contracts Manager will work with the City of Tucson and OMNIA Partners to determine if the desired reseller should be added to the contract.

iv. Sales Support

Panasonic Sales & Field Engineering Teams will support our Authorized Resellers in their selling activities. Please see the organization charts provided in a file uploaded to the OpenGov system with our proposal.

v. Financial Reporting

Authorized Resellers that sell off of the OMNIA Partners contract will provide the usage reports as requested or scheduled.

vi. Accounts Payable

Authorized Resellers handle all ordering, invoicing, and payment activity directly with the procuring agency.

vii. Contracts

Jeanne Smith
Senior Contracts Manager – Public Sector and Education
Panasonic Connect
Jeanne.smith@us.panasonic.com
862-763-1160

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

Panasonic Connect's national sales force consists of over 80 roles, with the majority of those functioning as Account Managers. Account Managers report to one of five National Sales Managers. The other roles are inside sales and leadership roles. The two highest level people in the sales organization are:

*Alex Nollmann
Director of Public Sector
Panasonic Connect, Mobility solutions
alexander.nollmann@us.panasonic.com
973-985-6846*

*Magnus McDermid
Senior Vice President, Sales
Panasonic Connect, Mobility Solutions
magnus.mcdermid@us.panaosnic.com
905-238-2261*

Please refer to the sales organization charts provided in a file uploaded to the OpenGov system with our proposal for more contact information for Account Managers.

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

Panasonic Connect will encourage public sector agencies nationwide to piggyback off the OMNIA Partners contract to meet their rugged computer needs. The Panasonic Connect sales teams—including Panasonic Connect's own sales associates and our Authorized Resellers—will participate in OMNIA Partners contract training, including training offered through the OMNIA Connect tool to increase the contract knowledge and skills needed for success.

Additionally, Panasonic Connect will leverage its relationships with the OMNIA Partners sales team to prospect data available on user agencies across the country, including strategic public sector accounts, and will share information garnered through its own customer relationships with OMNIA Partners; this will benefit both groups, expanding the use of not only Panasonic Connect's contract, but the larger OMNIA Partners contract offering. Working strategically with the OMNIA Partners Member Development team, Panasonic will develop relationships with and reach out to OMNIA Partners user agencies

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nationwide. In addition, Panasonic's marketing team will collaborate with the OMNIA Partners marketing team to drive awareness and use of the OMNIA Partners contract.

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

Panasonic Connect's Contracts Manager is responsible for the overall management of the national program throughout the term of the Master Agreement. In addition to updating price lists quarterly (or more often if there is a big update), overseeing the resellers monthly submission of usage reports, ensuring the two websites are kept up to date, and managing the approval process for Authorized Resellers to participate on the contract, the Contracts Manager works closely on a regular basis with both the Panasonic Marketing and OMNIA Marketing departments to develop and implement campaigns for new products and specials.

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

Panasonic Connect had sales of over \$200 million to the public sector in the fiscal year ending March 31, 2022. Since Panasonic Connect sells exclusively through its Authorized Reseller Channel, we are not at liberty to disclose resellers' customer information so are unable to provide a list of our top public agency customers and contact information.

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

Panasonic Connect is a build-to-order manufacturer. All orders are received from its Authorized Distributors who receive orders from Panasonic Authorized Resellers. Most resellers can receive orders by email or online. Some resellers even have the capacity to create custom websites for agencies so that on-line ordering, order tracking, and order history may be tracked easily.

Panasonic Connect provides two websites to support current contract with the City of Tucson and OMNIA Partners:

<https://na.panasonic.com/us/government-contracts/national-ipa-contract>

and the OMNIA Partners microsite:

<https://www.omniapartners.com/publicsector/suppliers/panasonic/overview>

These two websites provide contract details and pricing used for the Master Agreement.

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Additionally, for technical data, documentation, and the TOUGHBOOK configurator, please visit: <https://na.panasonic.com/us/computers-tablets-handhelds>

And if desired, Panasonic Connect also offers a Service Gateway that allows an agency to manage assets. Please refer to the brochure with the "Services Collateral" file uploaded to the OpenGov system with our proposal.

- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ Guarantee Not Available.00 in year one

\$ Guarantee Not Available.00 in year two

\$ Guarantee Not Available.00 in year three

Panasonic Connect cannot guarantee contract sales. Per the response to questions asked, the City of Tucson stated guaranteed sales are not a requirement of its RFP.

Panasonic Connect (formerly known as Panasonic System Solutions Company) has had the following annual sales through its OMNIA Partners contract for the last 6 years:

OMNIA Partners Contract 171725-01 Sales



Due to Covid lockdowns and supply chain issues, sales began to fall off in 2020, and dramatically affected 2021 sales.

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Panasonic Connect is looking forward to improving sales moving forward as supply chain issues are resolved. So far in 2022, we have already begun to see an increase in contract sales and will continue to work with the OMNIA Partners team on the strategic inclusion of additional products and solutions in line with the scope of the new contract as they become available. These new items are being developed to address customer needs uncovered in discussions with public sector customers / potential customers.

Although past performance does guarantee future results, Panasonic Connect looks forward to once again averaging at least \$8 million in annual sales for this particular contract.

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Panasonic Connect cannot agree to these terms. Panasonic Connect cannot guarantee contract sales and will only commit to paying an administrative fee that is calculated based only on actual Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

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Panasonic Connect recognizes and agrees that all four scenarios listed above are possible. In the event that a public agency issues its own solicitation, we strongly encourage our resellers include in their response a descriptions of the benefits of the Omnia Partners Master Agreement and to offer pricing based off the Master Agreement (with additional discounts authorized if competitively necessitated or to incent behavior). This allows the agency to be aware of their procurement options, which may establish an easier procurement in response to the solicitation as well as set precedent for future purchases that may avoid the solicitation process.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Panasonic Connect North America, Division of Panasonic Corporation of North America

Organization Address: Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5790

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Not Applicable to Panasonic Corporation	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

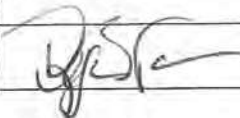
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not Applicable to Panasonic Corporation	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Not Applicable to Panasonic Corporation	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **City of Tucson (a municipal corporation in the State of Arizona)** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **City of Tucson** to notify the **City of Tucson** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **City of Tucson** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Regina Tokar	Title:	Vice President, Business Operations, Panasonic Connect N.A., Division of Panasonic Corporation of North America
Signature:		Date:	06/24/2022

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
Reference: VII-H	
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name:

Panasonic Connect North America, Division of Panasonic Corporation of North America

Street: Two Riverfront Plaza, 9th Floor

City, State, Zip Code: Newark, NJ 07102-5490

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

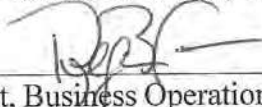
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date


Vice President, Business Operations, Panasonic Connect N.A.
Authorized Signature and Title

Certification 25575

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2020** to **15-JUN-2023**

PANASONIC CORPORATION OF NORTH AMERICA
TWO RIVERFRONT PLAZA
NEWARK NJ 07102



Elizabeth M. Muoio

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Essex

SS:

I, Regina Tokar, residing in Somerset
(name of affiant) (name of municipality)

in the County of Somerset and State of Pennsylvania of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Business Operations of the firm of Panasonic Connect North America,
(title or position) (name of firm)

Division of Panasonic Corporation of North America, the bidder making this Proposal for the bid
entitled, City of Tucson Request for Proposal 226017 Mobile Computing Solutions,
(title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Tucson relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

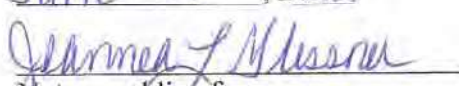
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (Not Applicable).

Subscribed and sworn to

before me this day

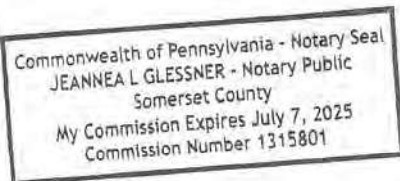

Signature

Regina Tokar
(Type or print name of affiant under signature)

June 24, 2022

Notary public of

My Commission expires 7-7-25

(Seal)



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Not Applicable as no one owns 10% or more

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me this 24 day of June,
2022

(Notary Public)

My Commission expires: 7-7-25

Commonwealth of Pennsylvania - Notary Seal
JEANNEA L GLESSNER - Notary Public
Somerset County
My Commission Expires July 7, 2025
Commission Number 1315801

(Affiant)

Regina Tokar

Vice President, Business Operations, Panasonic Connect N.A.
(Print name & title of affiant)

(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE:

Request for Proposal 226017 for Mobile Computing Solutions

VENDOR NAME:

Panasonic Connect North America, Division of Panasonic Corporation of North America

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Regina B Tokar

Regina B Tokar (Jun 30, 2022 11:23 EDT)

Signature

06/30/2022

Date

Regina Tokar, Vice President, Business Operations - Panasonic Connect

Print Name and Title

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PANASONIC CORPORATION OF NORTH AMERICA

Trade Name:

Address: TWO RIVERFRONT PLAZA
NEWARK, NJ 07102

Certificate Number: 1704875

Effective Date: March 27, 2012

Date of Issuance: June 03, 2022

For Office Use Only:

20220603112525329

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: **Regina Tokar**

Title: **Vice President, Business Operations – Panasonic Connect**

Signature: _____



Date: _____

06/24/2022

Certification 25575

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2020** to **15-JUN-2023**

PANASONIC CORPORATION OF NORTH AMERICA
TWO RIVERFRONT PLAZA
NEWARK NJ 07102



Elizabeth M. Muoio
ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP 226017 for Mobile Computing Solutions VENDOR/BIDDER:
Panasonic Connect North America, Division of Panasonic Corporation of North America

VENDOR'S/BIDDER'S REQUIREMENT

TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

06/24/2022

Regina Tokar, Vice President, Business Operations – Panasonic Connect

Print Name and Title

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal 226017 for Mobile Computing Solutions which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Panasonic Connect North America,
Division of Panasonic Corporation of North America

Company Name

Two Riverfront Plaza, 9th Floor

Address

Newark NJ 07102-5490

City State Zip

Regina B Tokar

Regina B Tokar (Jun 28, 2022 13:34 EDT)

Signature of Person Authorized to Sign

Printed Name

Regina Tokar, Vice President
Business Operations - Panasonic Connect

Title

Name: Karen D. Painter

Title: Bids & Proposals Manager, Government

Phone: 862-373-2103

Fax: Not Available

E-mail: karen.painter@us.panasonic.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 226017-02.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 14th day of April 20 23

Regina Nassen

As Tucson City Attorney and not personally
personally

Awarded:

This 13th day of April 20 23

Nathan Daon

As Director of Business Services and not



CITY OF
TUCSON

4. RFP 226017



CITY OF TUCSON
REQUEST FOR PROPOSAL

226017

MOBILE COMPUTING SOLUTIONS

Due Date: Thursday, June 30, 2022

City of Tucson
255 W Alameda St
Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/17227>

PUBLISH DATE: April 28, 2022

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 226017
Page 2 of 49
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

Attachments:

A - OFFER AND ACCEPTANCE

F - OMNIA_Partners_Solicitation_Attachment

G - 226017 Price Page

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 226017

TITLE: Mobile Computing Solutions

SUBMITTAL DUE DATE: Thursday, June 30, 2022 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, May 19, 2022

TIME: 10:00 am LOCAL AZ TIME

LOCATION: Microsoft Teams

QUESTIONS	SHALL	BE	DIRECTED	TO:	Casey	Adams
(520)						837-4128
casey.adams@tucsonaz.gov						

Posted Date: Thursday, April 28, 2022

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson ("The City") is soliciting proposals from qualified firms to provide a Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services, to be delivered to various locations throughout the City of Tucson. Public Safety solutions for Tucson Police Department and Tucson Fire Department is the primary focus for the eventual contract with potential participation by other City departments like Tucson Water and General Services. Therefore, a comprehensive and varied offering of products and services will be needed to meet the diverse operations of the City.

B.2. Background

The City of Tucson, as the Principal Procurement Agency, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Omnia Partners Attachment, or as otherwise agreed to. Omnia Partners Attachment contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Omnia Partners Attachment).

The City of Tucson anticipates spending approximately \$900,000 over the full potential Master Agreement term for Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services . While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$8,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

B.3. Contact Information

Casey Adams

Senior Contract Officer

Email: casey.adams@tucsonaz.gov

Phone: [\(520\) 837-4128](tel:(520)837-4128)

Department:

Business Services

B.4. Timeline

Release Project Date	April 28, 2022
Pre-Proposal Meeting (Non-Mandatory)	May 19, 2022, 10:00am Agenda Microsoft Teams
Question Submission Deadline	May 27, 2022, 2:00pm
Proposal Submission Deadline	June 30, 2022, 2:00pm

C. SCOPE OF WORK

C.1. General Requirements

- A. **QUALIFIED VENDORS:** Offerors should meet the minimum qualifications:
 - 1. Be an authorized reseller or manufacturer.
 - 2. Have a strong national presence in the computer industry.
 - 3. Have a distribution model capable of delivering products nationwide.
 - 4. Have a demonstrated national sales presence.
 - 5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - 6. Be able to provide the full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
- B. **ORDERING:** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - 1. Online
 - 2. Telephone
 - 3. Email
- C. **DELIVERY REQUIREMENT:** Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.
- D. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, serial number, item description, quantity sold and total spend by department, division, ordering entity, etc.
- E. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
- F. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than (3) three year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications in addition to temperature and humidity variations. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

C.2. Product Requirements

A. RUGGED DEFINITIONS:

1. Ultra-Rugged: Designed to meet precise specifications for military use and are made to handle the harshest environmental conditions. An ultra-rugged laptop can be left out in a sandstorm, frozen in a blizzard or sent on a vibrating rocket into space without any detrimental effects. All products being offered shall meet or exceed the specifications defined in the most recent Department of Defense Test Method Standard as Military Grade. Most recent document is MIL- STD-810H 31 OCTOBER 2008. In addition, equipment offered and tested by the City shall function in extreme heat temperature of 150 degrees and wet, rainy, humid environments and a drastic change from dry to humid as occurs in Tucson during the wet months. The device will allow for precise daylight and night readability without glare.
2. Fully-Rugged: Designed from the inside-out to work in extreme temperatures, to be resistant to being dropped, to resist shocks and vibrations and to be dustproof and waterproof. A fully- rugged laptop may have a solid state hard drive.
3. Semi or Business-Rugged: Withstands harsh temperatures as well as extreme vibration such as in a vehicle riding over rough terrain. It can also handle some water on the keyboard. Semi- rugged laptops are typically regular laptops with better cases, rubber-mounted hard drives and spill-proof keyboards.

B. PRODUCT CATEGORIES: A complete and comprehensive line of technical product and service solutions including, but not limited to, the following:

1. Ruggedized Laptops: Components include touchscreens, solid state drives, vibration resistant/control, bezels, heat resistant, water resistant,
 - a. Ultra-rugged
 - b. Fully-rugged
 - c. Semi or Business-rugged
2. Ruggedized Tablets: Touchscreens must be useable with latex or other medical gloves and q-tips, keyboard film, sanitization resistant, stylus secured to tablet.
 - a. Ultra-rugged
 - b. Fully-rugged
 - c. Semi or Business-rugged
3. Accessories including but not limited to the following categories
 - a. vehicle mounts
 - b. desktop replicators
 - c. docking stations
 - d. batteries
 - e. battery chargers

- f. memory cards
 - g. external drives
 - h. extended warranties to include batteries
 - i. keyboards
 - j. keyboard covers
 - k. backlit keyboards
 - l. stylus
 - m. solid state drives
 - n. cases
 - o. touchscreens
 - p. aircard
 - q. cooling devices
 - r. Peripherals
 - s. other
4. Ancillary Products (includes 3rd Party products including but not limited to the following Ancillary products that complement and are associated with the proposed product lines.
- a. cradlepoint
 - b. antennas
 - c. other
 - d. Other Technology Product Categories (list each category with a brief description)
- C. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Newer versions released may be proposed during the term of the contract.
- D. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification regardless of whether or not defective product has been received by contractor.
- E. PRODUCT/RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
- F. PRICING: Pricing shall be provided in the format of a discount off Suggested Retail Price (SRP) with the ability to provide discounts based on large quantity and large dollar spend. Because the "technology marketplace" is one of rapid change with new products and revisions

coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with the response. This formula will provide a method of determining the price of future configuration. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 180 days of End of Life on all models.

- G. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
- H. **PRODUCT DEMONSTRATIONS:** The City will conduct product demonstrations with those Offerors who proceed to this phase of the evaluation process. **The Offerors proposed products may be tested during a minimum 30-day window. The test time will start upon completion of vehicle installation, if applicable.** Offerors shall provide a specified quantity (to be determined later) of each proposed product for testing in the Tucson work environment. Demo products will be installed in law enforcement automobiles and motorcycles, in Fire and EMT vehicles, and field crew vehicles. The tests will document the performance of the proposed products in the actual work environments of staff, which includes inclement weather where extreme temperature changes exist. Temperatures inside vehicles can reach over 150 degrees, outdoor temperatures can reach 115 degrees and be very wet and humid due to the monsoon season. Staff shall document the functionality of the products and any issues that are experienced. Proposed products, including installation and removal, must be provided to City at no cost.
- I. See below for a list of the equipment currently in use in the City of Tucson. Demo products will not be limited to only these types of equipment, and this list is being provided solely to give offerors an indication of the type of equipment currently in use.

C.3. Additional Product Requirements

Products should include the following options:

- Basic Input/Output System (BIOS) Settings
- Blue Tooth (version 4.1 and above)
- Optical Drive
- Passthrough Requirements
- Dual Battery
- Security Options

Please include literature for any additional options/features that are available.

C.4. Equipment Currently in Use by the City of Tucson

Department Manufacturer Model Number Installed Quantity Installed in Vehicle Type

Tucson Fire Panasonic CF31 130 MDTs

Tucson Fire Panasonic CF19 74 ePCR
Tucson Fire Panasonic FZ-G1/CF20 30 Fire Inspector
Tucson Fire Havis DS-GTC-801-3
Tucson Fire Gambler Johnson 7160-0568

NOTES:

CF31 - MDTs installed on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350
CF19 - Reporting software/ePCR for use on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350
FZ-G1 - Fire Inspector reporting tablet
DEMO UNITS: 3 MDTs, 3ePCRs and 3 Inspector units.

Department Manufacturer Model Number Quantity Vehicle Type

Tucson Police Panasonic CF20 47 Motorcycles
Tucson Police Panasonic CF54 1014 Patrol & unmarked units (SUVs and sedans) /Assigned to Individual detectives/Officers
Tucson Police Panasonic CF55 107 Patrol & unmarked units (SUV's and sedans)
Tucson Police Havis PS-PAN-421-2

C.5. Service Requirements

- A. SERVICE CATEGORIES: Offerors shall provide as many of the following associated services that are available through its distribution and sales network:
1. Financing or Leasing
 - a. Capital
 - b. Operating
 - c. Other
 2. Consulting
 - a. Public safety equipment needs assessment and recommendation for upcoming use case
 - b. Grant assessment and writing
 - c. Other
 3. Repairs
 - a. Onsite
 - b. Repair Facility
 - c. Other
 4. Installation:

- a. Provide installation services.
- 5. Protection Plus
 - a. List products.
 - b. Provide details.
- 6. Extended Warranties
 - a. List products.
 - b. Provide details.
- 7. Training and Education
 - a. Onsite
 - b. Online
 - c. Offsite
- 8. Customer Support Services: The policies and procedures for:
 - a. Replacements
 - b. Returns
 - c. Restocking charges
 - d. After hours service
 - e. After sales support
 - f. Out of stock
 - g. Order tracing
 - h. Technical feedback
 - i. Quality assurance for orders
 - j. Drop shipments
 - k. Online support
 - i. Customer
 - ii. Technical
 - l. Phone support
 - i. Customer
 - ii. Technical
 - m. Location, hours and staff quantity of call centers
 - n. other
- 9. Implementation
- 10. Misplaces or Stolen device location

11. Other Applicable Services. Value-add services not included in above categories.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

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

City:The City of Tucson, Arizona

Contract:The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this RFP and any Amendments to the RFP, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Proposal submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant:A Successful Offeror that enters into a Contract with the City.

Contract Representative:The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

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

May: Indicates something that is not mandatory but permissible.

Offer:Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits a submittal in response to this solicitation.

Will:The indicated party is promising to take the action or abide by the condition.

Must: The action or condition is required.

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

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation

Amendment. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer or posted as a formal solicitation Amendment will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <http://www.tucsonprocurement.com/OpenGov:Procurement> website and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting a response to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF SUBMITTAL

- A. Form and Organization. Offeror's Submittal must be on the forms provided in this solicitation (as applicable). Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Proposal Contents. Offeror's submittal must contain a response to all sections of the solicitation and forms must be completed and any requested supporting documentation attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

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

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax. The City is not tax exempt from sales tax, etc.

D.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to hold as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

D.10. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting a submittal in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its submittal, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.11. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.12. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its proposal, offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request to which a Contractor record marked "CONFIDENTIAL" is responsive, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the records, the City may release the records without any liability to Offeror.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

By submitting a response, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No member of the City of Tucson Mayor and Council or any employee of the City involved in this solicitation process has any financial interest in Offeror's firm.

The City may disqualify Offeror from further participation in the solicitation process if the City determines that Offeror has an actual or apparent conflict of interest or has engaged in any collusion or anti-competitive practices.

D.14. WHEN AND HOW TO SUBMIT PROPOSALS

In order to be considered, Offeror must, no later than the Submittal Deadline, submit its response electronically through the City's online bidding system. Submittal instructions and online bidding system can be found at the following link: <https://www.tucsonprocurement.com/>

NOTE: THE ENTIRE PROPOSAL MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE PROPOSAL SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.15. OFFER AND ACCEPTANCE PERIOD

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

D.16. WITHDRAWAL OF SUBMITTAL; BINDING OFFER

By submitting a response to this solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted response at any time prior to the Submittal Deadline. Submittals can be withdrawn by clicking "unsubmit proposal" in the online bidding system.

D.17. DISCUSSIONS/CLARIFICATIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.18. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

D.19. CONTRACT NEGOTIATIONS

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

D.20. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City's Business Services Department. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

D.21. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

D.22. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or
- C. reissue the Request for Proposal.

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

D.23. PROPOSAL RESULTS

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

D.24. PROTESTS

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

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

E. PROPOSAL EVALUATION REQUIREMENTS

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

E.2. SHORTLIST

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

E.3. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process.

E.4. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.5. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's proposal may be taken into consideration during the evaluation process.

E.6. PRICE PROPOSAL

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating price proposals.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's price proposal. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.7. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT SUBMITTALS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.8. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.9. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.10. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.11. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <http://www.tucsonprocurement.com/>.

E.12. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;

- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

F. SPECIAL TERMS AND CONDITIONS

F.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, is registered with OMNIA Partners, Public Sector, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see <http://www.mesaaz.gov/home/showdocument?id=23638> for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, negotiate with an agency for payment of additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

F.2. FOB DESTINATION FREIGHT PREPAID

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

F.3. PRICE ADJUSTMENT

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

F.4. TERM AND RENEWAL

The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

G. INSURANCE REQUIREMENTS

G.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

G.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000

Blanket Contractual Liability: \$1,000,000

G.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

G.4. Worker's Compensation. Policy must have coverage limits no lower than:

Policy must have coverage limits no lower than:

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

[If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

G.5. Professional Liability - Technology Errors & Omissions

Each Claim: \$1,000,000

General Aggregate: \$2,000,000

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

- A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
- C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. Policy Change Notice.

Contractor will give the City 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

G.9. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract.

G.10. Acceptability of Insurers

Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G.11. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.12. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G.13. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

H. STANDARD TERMS AND CONDITIONS

H.1. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

H.2. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.3. AFFIRMATIVE ACTION

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

H.4. AMERICANS WITH DISABILITIES ACT (ADA)

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

H.5. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

H.6. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

H.7. CHILD/SWEAT-FREE LABOR POLICY

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

H.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

H.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

H.10. CONFLICTS OF INTEREST

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

H.11. CONTRACT AMENDMENTS; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any amendments, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal amendment or change order has first been approved and executed by the City.

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

H.13. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

H.14. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

H.15. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the solicitation and all Amendments to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the submittal submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

H.17. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- D. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will

pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

- E. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, goods or services under this Contract.

H.18. FORCE MAJEURE

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

H.19. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

H.20. GOVERNING LAW AND VENUE

This Contract is governed by, and the City and Contractor will have all remedies afforded to each by, the Tucson Procurement Code and the laws of the State of Arizona. State law claims regarding this Contract must be brought in Pima County Superior Court.

H.21. HUMAN RELATIONS

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

H.22. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors,

officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

H.23. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

H.24. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

H.25. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("Product") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

H.26. ISREAL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

H.27. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

H.28. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any claim, default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

H.29. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

H.30. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

H.31. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

H.32. PAYMENT

- A. **Form of Payment.** Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

- B. **Invoices.** Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. **Timing of Payments.** The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. **Payment Discounts.** Any early- or timely-payment discounts included in Contractor's submittal will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless freight and other charges are itemized, the discount will be calculated using the full invoice amount.

H.33. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

H.34. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

H.35. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.36. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

H.37. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

H.38. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

H.39. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

H.40. SHIPMENT UNDER RESERVATION

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

H.41. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

H.42. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor in the event that continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages as a result of termination under this paragraph.

H.43. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Method of Approach - National Program A. Provide a response to the national program. 1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. 2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.	N/A	N/A

2.	Method of Approach - General Requirements A. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program. B. Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment: 1. What is your fill rate guarantee? 2. What are your delivery days? 3. Do you offer next day delivery? 4. How do you facilitate emergency orders? 5. Are shipping charges exempt for ALL who use this contract? 6. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved. 7. Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable. C. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc. If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract.	N/A	N/A
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	D. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices. E. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders? F. State any return and restocking policy, and any fees, if applicable associated with returns. G. Submit additional information that will aid the City in evaluating your proposal.		
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3.	Method of Approach - Product Requirements A. Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information: 1. Identification and description of product categories offered 2. Identification and description of sub categories 3. Identification and description of manufacturers within each sub category. B. Describe how your firm will notify customers of new products. C. Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating. D. Submit additional information that will aid the City in evaluating your proposal.	N/A	N/A
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4.	Method of Approach - Service Requirements A. Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as: 1. Policies and programs detailing your efforts in these areas. 2. Literature explaining your capabilities. B. Describe how services will be distributed to the City of Tucson and nationwide If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller. C. Describe the types of customer service available to agencies that use this contract: D. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller. If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account? E. How are problems resolved? F. What response time is guaranteed when a customer service request is made? G. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings? H. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support	N/A	N/A
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	available, the location of technical support, and the hours of technical support. I. Submit additional information that will aid the City in evaluating your proposal. J. What is the turnaround time for repairs? Describe the process. Are loaner products available? K. Describe the warranty period of products. Submit information on your warranty programs.		
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5.	Method of Approach - Technology Requirements Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of certain line items and to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a "favorites" list or other personalized list of frequently ordered items; to create a "shared" list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to track their budget for purchases; to generate reports Describe additional functionality offered by your website. Describe the hours your website is applicable? What are your hours of downtime, such as for system maintenance? Does your website offer real time product availability? If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer? Describe the types of email confirmations that your website generates. What events trigger an email going to the customer? Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self- registration, are you available to assist in the registration process? Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display	N/A	N/A
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	customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc. Describe the types of online reporting that are available. Is customized reporting available? Describe your online return process (if available). Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.		
6.	Method of Approach - Reporting Requirements Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.	N/A	N/A

7.	Price Proposal A. Provide price proposal as requested on the Price Page attached herein. B. Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. C. Describe any government rebate programs that are offered. D. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount. E. The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.	N/A	N/A
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8.	Qualifications & Experience A. Provide a brief history and description of your firm. B. Offeror is a reseller, provide proof your firm is an authorized reseller. C. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred. D. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.	N/A	N/A
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J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

☐ City of Tucson Business License

If yes on the above question please upload your business license.

J.3. Credit Card Payment

☐ Will payment be accepted via commercial credit card?

- ☐ Yes
- ☐ No

☐ If yes, can commercial payment(s) be made online?

- ☐ Yes
- ☐ No
- ☐ N/A

☐ Will a third party be processing the commercial credit card payment(s)?

- ☐ Yes
- ☐ No
- ☐ N/A

☐ If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).

☐ If "no" to above, will consideration be given to accept the card?

- ☐ Yes
- ☐ No
- ☐ N/A

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

Panasonic Connect North America

Division of Panasonic Corporation of North America

Company Name

Two Riverfront Plaza, 9th Floor

Address

Newark, NJ 07102-5490

City

State

Zip

Richard Elliott

Richard Elliott (Apr 17, 2023 15:25 EDT)

Signature of Person Authorized to Sign

Printed Name

Richard Elliott, SVP Apr 17, 2023

Title

For clarification of this offer, contact:

Name: **Karen D. Painter**

Title: **Bids & Proposals Manager, Government**

Phone: **862-373-2103**

Fax: **Not Available**

E-mail: **karen.painter@us.panasonic.com**

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

Approved as to form:

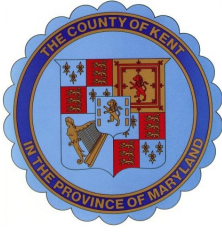
This _____ day of _____ 20____

Awarded:

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not



**Ernest Wicks, Captain and Steve Wallace, Captain, Kent County
Detention Center
5/9/2023
County Commissioners Meeting**

Item Summary:

Request Approval To Move Funding

ATTACHMENTS:

Description

Trinity meal cost sliding scale

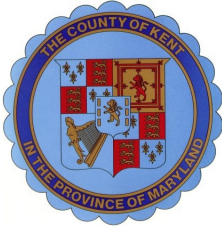


TRINITY SERVICES
GROUP, INC.

Schedule 1

Kent County, MD Pricing Scale
April 15, 2022 through June 30, 2023

<u>Number of Meals Served</u>	<u>Updated Price Per Meal</u>
121 and above	\$2.33
101 - 120	\$2.48
91 - 100	\$2.69
81 - 90	\$2.96
71 - 80	\$3.16
61 - 70	\$3.53
51 - 60	\$4.05
41 - 50	\$4.82
31 - 40	\$6.12
21 - 30	\$8.65
11 - 20	\$15.77
1 - 10	\$165.49
Staff Meals	Same as inmate meal price



Bill Mackey, Director, Planning, Housing and Zoning
5/9/2023
County Commissioners Meeting

Item Summary:

On March 29, 2023, the Board of County Commissioners approved a *piggyback* contract for the clearing, stabilization, and planting by Unity Landscape of the Rigbie Slope at Betterton Beach, based on a competitively bid contract between Caroline County, Maryland and Unity Landscape. The approved contract with Kent County utilizes the same rates and costs for services and supplies as the Caroline County contract. The contract with Kent County is for \$158,103.34.

On April 26, 2023, Unity Landscape reported uncovering a number of new issues on Rigbie Slope. There were broken concrete slabs and a 12-foot-wide band of embedded rocks on the slope that were revealed when extensive amounts of large brush were removed. Kent County Public Works Department immediately assisted with the project, removing and disposing of the concrete slabs. The embedded rocks are spread across the site in an approximately 12-foot-wide band, which is estimated to take three to four days for removal with new soil and relocation also being required.

On April 28, 2023, DPHZ met with Unity Landscape onsite. After comparing possible approaches, Unity was requested to secure the soil and relocate the widely scattered stones into a four-foot-wide band along the bottom of the hill. In this way, the stones will be preserved onsite, and those stones can then provide additional erosion protection for the bottom of the project, while the shrubs that serve as required plantings are shifted slightly upwards to retain the approved design.

On May 1, 2023, Unity Landscape submitted a change order for the additional required work. The cost is \$16,092.50, which is approximately 10% of the contract. Because project completion is timed for the opening of Betterton Beach, and the changes would add at least three to five days to the work timetable, staff approved the change order on May 2, 2023, so the project would not be delayed. The funding for the original contract is covered by fines and fees. The additional work could be covered by transfer of funds from within DPHZ related to the vacant Associate Planner position.

Staff requests confirmation of the approval for the change order.

ATTACHMENTS:

Description

05.09.23 Change Order No 1 Memorandum for Signature, Betterton Bank Landscape Renovation Contract #2



Department of Planning, Housing, and Zoning

CHANGE ORDER NO. 1

TO: Unity Landscape

DATE: May 2, 2023

REFERENCE: 23PZBTBA0623

TITLE: Betterton Bank Landscape Renovation Contract - Change Order No. 1

REASON FOR CHANGE ORDER: Addition of funds for additional work to address stones found onsite

The referenced Contract, upon mutual agreement, has been edited by an increase in funds of **\$16,092.50** for removal of buried stone along bottom of slope behind the bathhouse and the entire bottom of the bank, addition of soil to fill void where stone was removed, install non-woven geotextile fabric along bottom four feet of bank, and place rock back over fabric. Based on our original contractual price/Purchase Order amount of \$158,103.34, the increase of \$16,092.50 will result in a new total contract amount of **\$174,195.84**.

Please note that all services included within the original referenced contract documents will continue for the duration of the contract and will include this newest addition upon the date of this notice. All other services shall continue in the same manner with which they have been conducted prior to this addendum, as well as until the documented expiration date. All other pricing shall remain the same, as found within the agreement initiated on March 29th, 2023, and the insurance coverages are to be maintained during this time.

All other terms and conditions of this Contract remain the same. Please direct any questions to the Director of Planning, Housing, and Zoning, William A. Mackey, AICP, at (410) 778-7423.

President

Unity landscape Design/Build, Inc.

EIN: 02-0665520

**THIS CHANGE ORDER IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE REFERENCED
BETTERTON BANK LANDSCAPE RENOVATION CONTRACT (23PZBTBA0623).**

Director of DPHZ

May 2, 2023

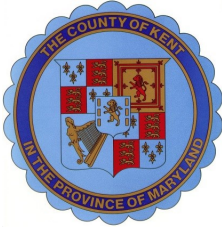
Date

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member



Scott Boone, Director, Information Technology
5/9/2023
County Commissioners Meeting

Item Summary:

Audio Visual Equipment Disposal Policy
Town of Betterton Request

ATTACHMENTS:

Description
AV Equipment Request



TOWN OF BETTERTON

100 MAIN STREET
P.O. BOX 339
BETTERTON, MARYLAND 21610

Phone: 410-348-5522
Fax: 410-348-5131
info@townofbetterton.com

April 20, 2022

Kent County Board of Commissioners
400 High Street
Chestertown, Maryland 21620

Re: Audio Visual Equipment

Dear Commissioners:

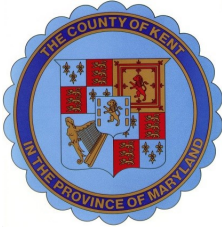
Recently, Kent County has upgraded the audio-visual system used to conduct public meetings in the County Office Building at 400 High Street.

The Town of Betterton would like to upgrade their audio-visual system by using Kent County's discarded audio-visual system. While the County's previous equipment is nearly ten years old, the system has components that would provide significant improvements.

Therefore, the Town of Betterton formally requests the Kent County Commissioners vote to give the discarded, audio-visual equipment to the Town of Betterton. Thank you for consideration.

Sincerely,

Donald E. Sutton, Sr.
Mayor of the Town of Betterton



American Rescue Plan Act (ARPA) Funds Spend Plan 5/9/2023 County Commissioners Meeting

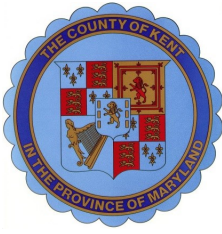
ATTACHMENTS:

Description

5-2-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
5/2/2023

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	67,429	10/26/21	67,429	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,878,161</u>		<u>\$ 3,568,161</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (111,384)</u>		<u>\$ 198,616</u>	



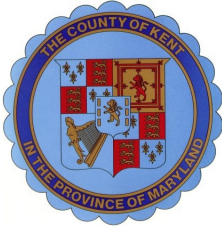
Scott Boone, Director, Information Technology
5/9/2023
County Commissioners Meeting

Item Summary:

Request to Reallocate Funds

ATTACHMENTS:

Description



Worton Park Orem Field Lighting Upgrade Purchase 5/9/2023 County Commissioners Meeting

Item Summary:

Worton Park - Orem Field LED Lighting upgrades. Purchasing contract between County and Contractor, Musco Sports Lighting, LLC.

ATTACHMENTS:

Description

05.09.23 Contract #23PROFLU1123 Worton Park LED Lighting Upgrade Contract By and Between Kent County



WORTON PARK LED LIGHTING UPGRADE CONTRACT

THIS CONTRACT, made this 4th day of May 2023, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Musco Sports Lighting, LLC, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see Exhibit A), the CONTRACTOR will perform the delivery of any and all required and agreed upon materials and the installation of a SportsCluster System with Total Light Control – TLC for LED technology tat the Kent County Parks and Recreation Department's Orem Field in Worton Park. The scope of materials required and work to be completed during installation are detailed in the Quote, obtained from the CONTRACTOR in the request for quotation and work order by the OWNER (see Exhibit B).
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Insurance certifying that the CONTRACTOR carries comprehensive, general liability insurance coverage through a policy which protects the OWNER, and names the OWNER as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required for the duration of this contract.
4. **COMPLETION OF WORK.** The CONTRACTOR shall commence the work covered by this contract after the date of receipt of the Notice to Proceed. Work shall be completed within 90 days of the Notice to Proceed.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein, the sum of Two Hundred Seventy Thousand, Five Hundred Fifty-Six Dollars (\$ 270,556.00).
6. The Contract Documents include the following:
 - A. Exhibit A County's General Terms & Conditions.
 - B. Exhibit B Contractor's Proposal.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents.
8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.

Kent County Contract # 23PROFLU1123

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above. This contract will remain in effect for 180 days, approximately six (6) months, from the date first written above.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Isaya Thomas

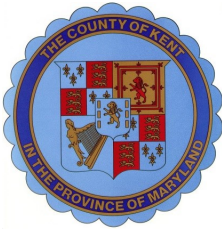
By: Ronald Fithian
President Ronald Fithian
County Commissioner's Office

MUSCO SPORTS LIGHTING, LLC

By: _____

Title

Employer Identification Number (EIN)



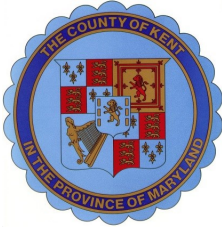
Grounds Maintenance Facility Paving 5/9/2023 County Commissioners Meeting

Item Summary:

Image Asphalt Maintenance, Inc., Worton Grounds Maintenance Facility Paving Project

ATTACHMENTS:

Description



400 High St. Fascia / Cornice Repairs 5/9/2023 County Commissioners Meeting

Item Summary:

KRM Construction, replacement of existing, deteriorated, fascia/cornice at 400 High Street

ATTACHMENTS:

Description

05.09.23 400 High Street Fascia_Cornice Repair Contract #23BMHSCF0723 Between the County and KRM Con



CORNICE AND FASCIA REPAIR CONTRACT BETWEEN COUNTY & CONTRACTOR

This Contract, made this 9th day of May 2023, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the "OWNER", and KRM Construction Company LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all labor, materials, equipment, and transportation necessary and required for the repair of specified cornice and fascia repairs, as further outlined on the CONTRACTOR'S Proposal (see Exhibit B), to the County Municipal Building located at 400 High Street, Chestertown, MD 21620.
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall begin the work covered by this contract immediately following the date of receipt and acknowledgement, via signature, of the Notice to Proceed. Work under this Contract shall be completed within approximately thirty (30) calendar days with an anticipated completion date of June 30th, 2023 unless the period for completion is extended by mutual agreement, as provided for in the general conditions (see Exhibit A).
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein and mutually agreed upon, and in accordance with the CONTRACTOR'S Proposal (see Exhibit B), in the lump sum amount of Fifty-Three Thousand, Five Hundred Twenty-Two Dollars (\$53,522.00).
6. **INVOICING PROCEDURES.** CONTRACTOR shall furnish to the OWNER, before beginning any work, a current W-9 Federal Request Form for Taxpayer Identification Number and Certification, to ensure the correct remittance address for payments and/or Contract Documents. Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance with regard to content, the CONTRACTOR must submit an itemized statement of work that is completed and product that is installed to the OWNER, and the date of which such work took place. Additionally, each invoice should be dated and submitted in a timely fashion, and according to an invoice schedule that is mutually agreed upon.

All invoices shall be submitted either electronically at ckelmartin@kentgov.org or manually to:

Kent County Department of Public Works
Attention: Cathy Kelmartin
Building Maintenance Division
709 Morgnec Road
Chestertown, MD 21620

7. CONTRACT EXTENSION. This Contract is not eligible for extension, unless by mutual consent and acknowledgement via amendment post extension request submission by CONTRACTOR.
8. The Contract Documents include the following:
 - A. Exhibit A - County General Terms & Conditions.
 - B. Exhibit B - Contractor's Proposal.
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions (see Exhibit A) and in such amounts as required by Section 6 of the Contract Documents.
10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

WITNESS/ATTEST

Jouya Thomas

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

By: Ronnie Fithian
Ronald H. Fithian - President
Kent County Commissioner's Office

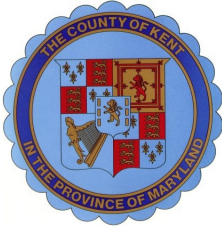
WITNESS/ATTEST

KRM CONSTRUCTION COMPANY LLC
(CONTRACTOR)

By: _____

Title

Employer Identification Number (EIN)



Dr. Michael Harvey, Provost and Dean, Washington College
5/9/2023
County Commissioners Meeting

Item Summary:

Request For A Letter Of Support

ATTACHMENTS:

Description

05.09.23 Anne A. Balduzzi, Maryland Technology Development Corporation (TEDCO) Washington College, Support Letter



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

May 9, 2023

Anne A. Balduzzi, Managing Director
Entrepreneur & Ecosystem Empowerment (E3)
TEDCO (Maryland Technology Development Corporation)
7021 Columbia Gateway Drive, Suite 500
Columbia, MD 21046

RE: Maryland MakerSpace Initiative Application

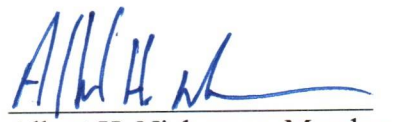
Dear Ms. Balduzzi:

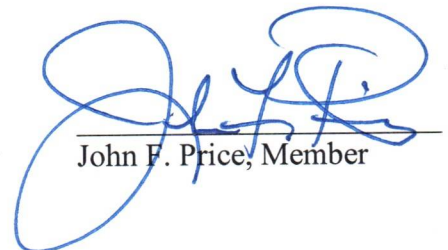
We, the County Commissioners of Kent County, Maryland, support Washington College's grant application to the Maryland Technology Development Corporation (TEDCO), via their new Maryland MakerSpace Initiative Program, which seeks funding for a proposed Creative Entrepreneurship Center located at 800 High Street. The funds will be used to develop detailed plans for converting the 16,000-square foot space into a MakerSpace for creative work by college students and community members.

We are pleased to support Washington College's grant application and ask for your positive consideration.

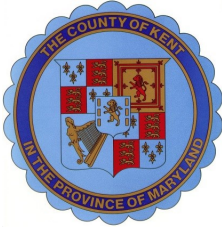
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Cc: Dr. Michael Harvey, Provost and Dean, Washington College



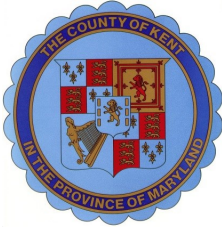
Jamie Williams, Director, Economic and Tourism Development
5/9/2023
County Commissioners Meeting

Item Summary:

Economic and Tourism Development Commission Member Appointment

ATTACHMENTS:

Description



Jeremy J. Rothwell, Secretary, Community Fire Co., Inc.
5/9/2023
County Commissioners Meeting

Item Summary:

Request for Vehicle Surplus

ATTACHMENTS:

Description

05.09.23 Jeremy J. Rothwell, Secretary, Community Fire Company of Millington, Response Letter
Community Fire Company of Millington, Response Letter



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

May 9, 2023

Community Fire Company of Millington
C/O Jeremy J. Rothwell, Secretary
185 Sassafras Street
P.O. Box 255
Millington, MD 21651

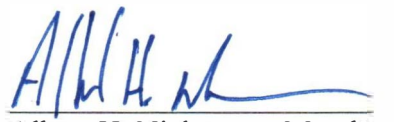
RE: Request to Acquire a Kent County Paramedic Unit

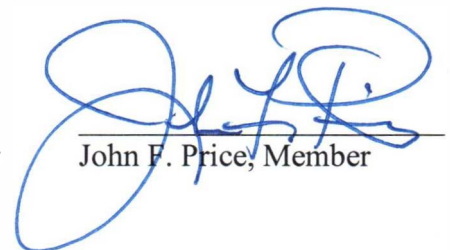
Dear Mr. Rothwell:

Thank you for submitting a request to acquire a Kent County Paramedic Unit. Your request has been forwarded to Mike Moulds, Director, Public Works, for review. Mr. Moulds is responsible for the County's fleet management analysis and will contact you once his review has been completed.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

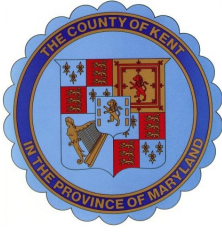

Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

KCC/ltc

Cc: Mike Moulds, Director, Public Works
Brad Russum, Chief of Communications, Office of Emergency Services



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
5/9/2023
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

04.23.23 C. Henry Price II, American Legion Post #246, Request to Change Members, License Modification



C. Henry Price II American Legion Post 246

April 23, 2023

RE: Change In Alcoholic Beverage License

To Whom It May Concern:

We would like to inform you that Helen Martin is to be removed from the Alcoholic Beverage License of the C. Henry Price II, American Legion Post# 246. We request that George Williams, Jr be added to the Alcoholic Beverage License in her place.

George J. Williams, Jr., Historian

101 Main Street, P.O. Box 248

Betterton, MD 21610

410-490-1024

Regards,

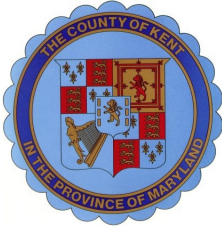
Stephen Matthews

Commander

RECEIVED

APR 24 2023

KENT COUNTY
COMMISSIONERS OFFICE



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
5/9/2023
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

05.02.23 KATE License Update, Galena Liquors

05.02.23 Galena Liquors, Business Closure Inspection

05.02.23 Galena Liquors License No. 4777 Surrendered



Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector
Date: May 2, 2023
Subject: License Update, Siddhivinayak, Inc. trading as Galena Liquors

Memorandum

License Update:

A closeout inspection of Galena Liquors was completed on May 2, 2023. No alcohol was found on the premises; a bulk transfer permit is not applicable. License No. 4777 a Class A - Beer, Wine, and Liquor License was voluntarily surrendered after its expiration date.

This transaction will be recorded in the monthly report of retail license activity required by the Comptroller of Maryland, Field Enforcement Division.



**BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY,
MARYLAND**

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785

Inspection Report Type: Routine

Follow-Up Type:

Date and Time: May 2, 2023 12:28 PM

Name of Establishment: Galena Liquors

Address: 100 W. Cross Street

City, State, Zip: Galena, MD
21635

Phone Number: 410-648-5484

License No.: 4777P

License Types: A, BWL

TIPs Certified Person on Premise at Time of Inspection: No

Absentee Log Filled: No

Comment: Business Closed

Licenses Publicly Displayed:

Alcohol License: No

Comment: Business closed

**Fire Marshal Load
Capacity:** N/A

Comment:

Kent County Health Department Food Service Facility License:
N/A

Comment:

**Maryland Sales & Use Tax
License:** No

Comment: Business closed

Maryland Traders License:
No

Comment: Business closed

Keg Registration: N/A

Comment:

Taps Properly Labeled: N/A

Comment:

Dispensing System Cleaned Every 7 Days: N/A

Comment:

Dispensing System Cleaning Records Properly Maintained: N/A

Comment:

Financial Records Maintained for 2 Years:



**BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY,
MARYLAND**

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785

Alcohol: No	Comment: Business Closed
Food: N/A	Comment:
Alcohol Awareness Training Records: No	Comment: Business Closed
Interior Signage Posted Against Selling to Minors: No	Comment: Business Closed
Exterior Signage Posted Against Drinking in Parking Lot: No	Comment: Business Closed
Prohibited Hours Posted (2 am - 6 am): No	Comment: Business Closed
Consumption After Hours: No	Comment:
Storage:	
On License Premise: Yes	Comment:
Controlled Storage: No	Comment: Business Closed
Off-Premise Storage Permit: N/A	Comment:
Does There Need to Be a Follow-Up?: No	
Notations/Warnings: Business Closed, License Surrendered	
Violations: None	
Email: rumitd@verizon.net	
Verify Email Address: rumitd@verizon.net	
Licensee/Employee Name (Print): Roopa Dusia	
Signature:	
	
Inspector Name (Print): Bonnie Pearsall	



BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785

Signature:

A handwritten signature in black ink, appearing to be "R. J. Smith".





BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785





BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

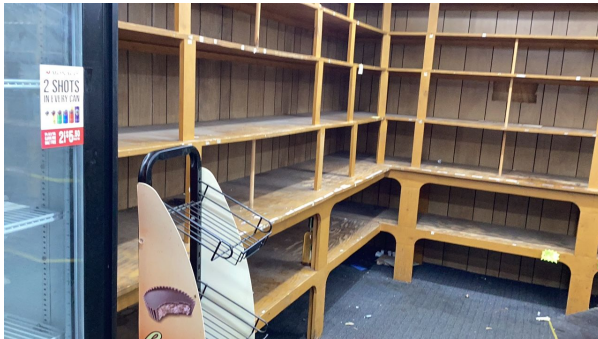
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BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

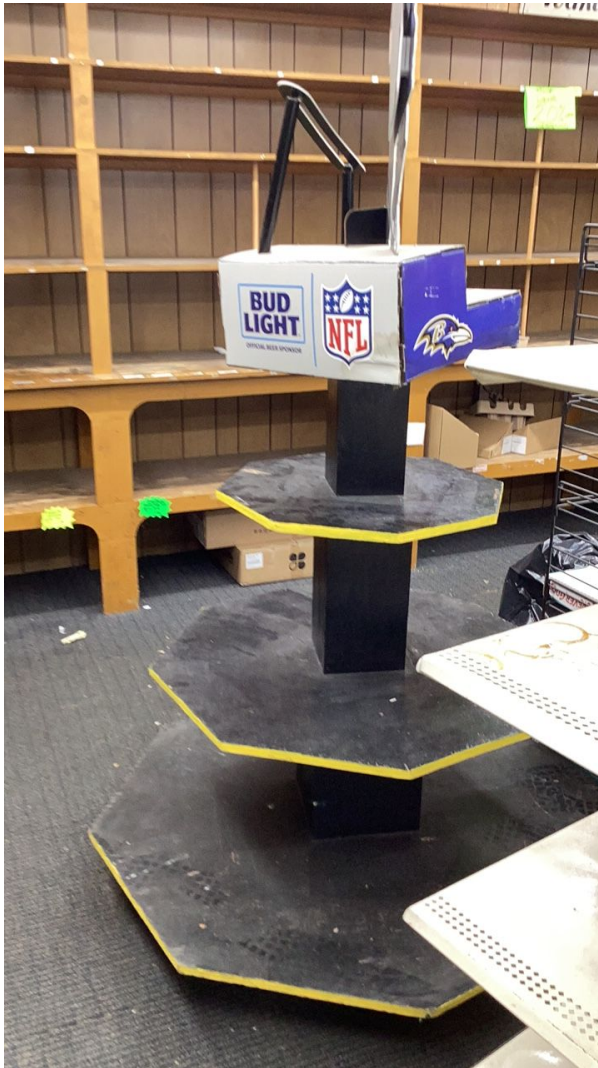
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BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

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BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

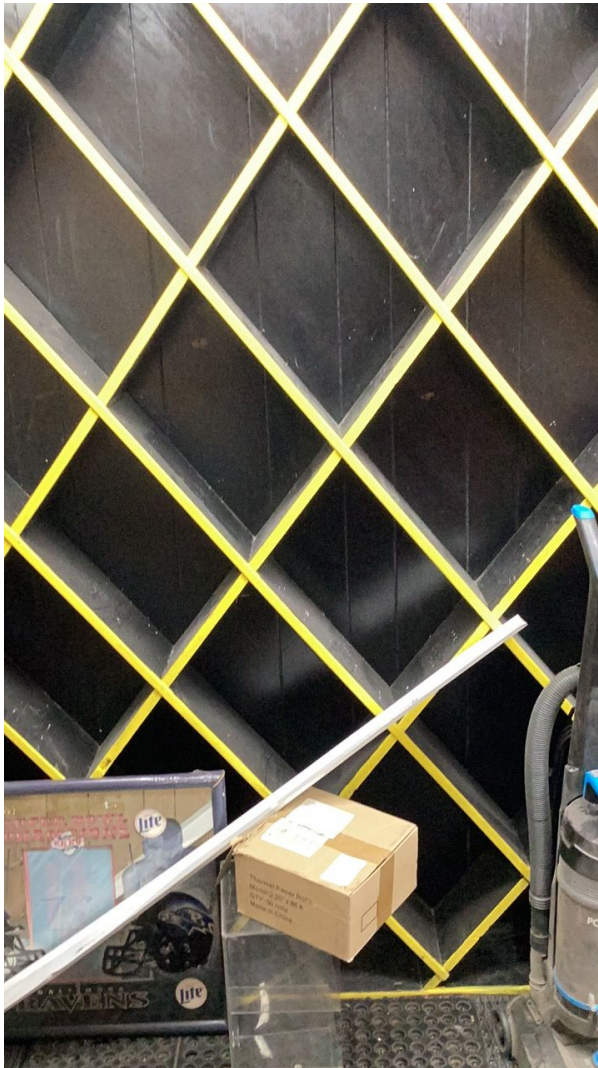
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400 High Street, Chestertown, MD 21620
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BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

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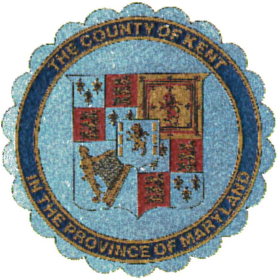




BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND

Kent Alcohol and Tobacco Enforcement
400 High Street, Chestertown, MD 21620
Office: 410-810-2212 ■ Cell: 443-282-5785





STATE OF MARYLAND
ALCOHOLIC BEVERAGE LICENSE
BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

RECEIVED No 4777
MAY 02 2023
KENT COUNTY
COMMISSIONERS OFFICE

CLASS A

Beer, Wine, Liquor X
Beer and Wine _____
Beer _____
Wine _____
Extended Privilege (EXPR) _____
BWLT-Tasting:
Beer, Wine, Liquor _____
Beer and Wine _____
Beer _____
Wine _____

CLASS B

Beer, Wine, Liquor _____
Beer and Wine _____
Beer _____
Bed and Breakfast (BWL) _____
Country Inn (BWL) _____
Brewery (B) _____
Wine Shop and Lounge (W) _____
Caterer's Privilege (CP) _____
Corkage Privilege (CKP) _____
Extended Privilege (EXPR) _____

CLASS C

Beer, Wine, Liquor _____
Corkage Privilege (CKP) _____

CLASS D

Beer, Wine, Liquor _____
Beer _____
Brewery (B) _____
Extended Privilege (EXPR) _____

THEATER VENUE

Beer, Wine, Liquor _____

This is to certify that: **Roopa Dusia, President**

Corporate name: **Siddhivinayak, Inc.**

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated:

T/A: **Galena Liquors**
Located: **100 West Cross Street**
Galena, MD 21635

This license is issued under Authority of the Alcoholic Beverages Article of the Annotated Code of Maryland.

This license continues in force, unless revoked or suspended, until the last day of the month, **April 2023**

Cost of license: **\$1,750.00** **Payment of \$750.00 Received - PAID IN FULL**

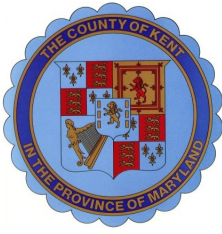
Registration No. **13386441**

Issued the 8th day of July, 2022 *Patricia Menzies*

Kent County Chief Finance Officer

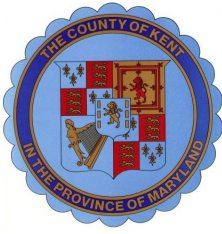
Revised 11/21

A license holder shall frame the license under glass and display the license conspicuously in the licensed premises.



Social Services Advisory Board
5/9/2023
County Commissioners Meeting

ATTACHMENTS:
Description



Procedures For Public Comment 5/9/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments

Press and Public Comments

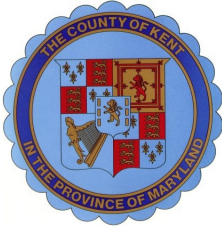
Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

Interested parties may address the Commissioners in writing at any time about any matter pertaining to County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620



Jamie Williams, Director, Economic and Tourism Development
5/9/2023
County Commissioners Meeting

Item Summary:

Christine McPhearson, Project Manager, Maryland Department of Housing and Community Development

ATTACHMENTS:

Description

04.28.23 Support_MSRH_Mainstreet Improvement Grant_Signed



Department of Economic and Tourism Development

April 28, 2023

Christine McPhearson, Project Manager
Maryland Department of Housing and Community Development
2 North Charles St., Suite 450
Baltimore, MD 21201

Re: FY24 DHCD Community Development and Services Main Street Improvement Grant

Dear Ms. McPhearson:

On behalf of the Kent County Department of Economic and Tourism Development, I am writing to support the grant application submitted by Main Street Rock Hall (MSRH), a non-profit organization. The MSRH needs support providing education and networking for its many stakeholders. Being a small destination community that is not a pass-through town on a major thoroughfare, it requires innovative and creative marketing to attract business and maintain the vitality of the town's "Main Street."

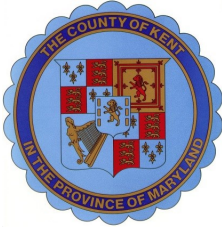
The MSRH's proposal to utilize the funding for networking/teambuilding between business owners and town officials, workshops and training on marketing and uses of social media, and attendance at the national Main Street America conference will provide necessary tools to the MSRH to carry out their Mission in "developing short and long-term strategies and initiatives to revitalize, re-energize and repopulate Main Street for the enjoyment of both community members and visitors, while also finding ways to extend our tourist season."

We fully support MSRH's application and hope you will consider funding this project in full.

Sincerely,

Jamie L. Williams, CEcD
Director

cc: Kent County Commissioners



Contingency and Use of Fund Balance Report

5/9/2023

County Commissioners Meeting

ATTACHMENTS:

Description

5-2-2023 Commissioner Report Contingency

**FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
May 2, 2023**

CONTINGENCY					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
6/14/22	Upper Shore Aging	\$ 15,000	To secure a grant funded prgram	-	
6/14/22	Circuit Court/Building and Grounds	25,000	Arch Design-lobby expansion design phase	-	
8/9/22	Circuit Court/Building and Grounds	11,291	Asbestors Abatement - Court House - asbestors insulation around exposed heat pipes		
9/6/22	Kent Ag Center, Inc.	7,385	Kent Ag Center-Pavilion Roof	-	
9/6/22	Kent Ag Center, Inc.	9,600	Kent Ag Center-pavilion electrical work		
9/6/22	LPPI Parks	20,000	Worton Park multipurpose field lighting project	-	
9/6/22	Kent Ag Center, Inc.	1,000	Kent Ag Center-asbestos assessment report of two buildings at Kent Aq Center		
9/27/22	Kent Ag Center, Inc.	1,625	Kent Aq Center-asbestos assessment report of two buildings at Kent Ag Center		
12/13/22	Office of Finance	28,275	Central Square Payments-Web Enablement, Click2Gov Tax & CIS, Accounts Receivable		
2/7/23	Water & Wastewater Fund	18,650	Edesville sewer service district-Parcel 46 Lover's Lane contruction of sewer service line to the manhole		
2/28/23	Commissioners Office	14,000	Greenwill Consulting Group, Inc. Contract costs \$33,000, remainder of contract in FY24		
2/28/23	Office of Finance	3,465	Central Square Payments-3rd module \$2340 Paymentus-5 devices @ \$1125 ea		
3/8/23	Water & Wastewater Fund	6,850	Fairlee Water Plant-replacement of water treatment filter media		
3/14/23	Parks and Recreation	23,640	Millinatton pool replaster	-	
3/14/23	Parks	4,500	Fencing around Granary Building	-	
4/4/23	The Chestertown Tea Party	10,000	Wi-Fi assistance for The Chesterown Tea Party festival	-	
		-		-	
		-		-	
		-		-	
		-		-	
		-		-	
		-		-	
TOTAL		\$ 200,281			
BEGINNING CONTINGENCY BUDGET		\$ 400,000			
ENDING CONTINGENCY BALANCE		\$ 199,719			
USE OF FUND BALANCE					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
07/01/2022	State Attorney's Office	8,000	Increase in State Attorney's Salary		
07/01/2022	Sheriff's Office	6,400	Increase in Sheriff's Salary		
09/20/2022	Detention Center	16,794	Opioid Use Disorder (OUD) Treatment Initiative. additional costs of employee benefits.		
11/15/2022	Water & Wastewater Fund	71,672	Utility Tech position-salary and benefits		
12/13/2022	Emergency Medical Service	152,794	EMT (2) positions-salary and benefits		
12/13/2022	Office of Finance	19,172	Central Square Payments, Web Enablement Fusion, Click2Gov Tax & CIS, Accounts Receivable		
02/14/2023	Human Resources	96,883	New HR Coordinator position		
TOTAL		\$ 371,715			
USE OF FUND BALANCE Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.					