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**TUESDAY, APRIL 3, 2018**  
**CITY COUNCIL REVISED AGENDA**  
**6:00 PM**

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Chairman Mitchell).
- III. Minute Approval.
- IV. Special Presentation.

**Proclamation - "Fair Housing and Compliance Week"**

By Antonia "Toni" Morgan and Vanessa Jackson  
Granted by Permission of Chairman Mitchell and Vice-Chairman Smith

- V. **Ordinances – Final Reading:**

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- a. MR-2017-123 C. Barton Crattie/Niles Surveying (Abandonment). An ordinance closing and abandoning a ten (10') foot wide sewer easement beginning at the south line of the 1000 block of Fernway Road then southwardly one hundred four and one-tenth (104.1') feet, Tax Map No. 127H-G-001 and 002, as detailed on the attached map. **(District 2) (Recommended for approval by Public Works)**
- b. MR-2017-124 C. Barton Crattie/Niles Surveying (Abandonment). An ordinance closing and abandoning a five (5') foot wide sewer easement beginning at a point in the northwest line of Lot 61, amended plat of Lots 37 to 64, including Block, Dallas Heights, Plat Book 15, Page 38, ROHC, thence southeastwardly some one hundred fifty-six (156') feet to the south line of said lot, Tax Map No. 127H-F-055, as detailed on the attached map, subject to certain conditions. **(District 2) (Recommended for approval by Public Works)**
- c. MR-2017-175 PMS Properties (Abandonment). An ordinance closing and abandoning a twenty (20') foot wide sewer easement beginning sixty-three (63') feet west of manhole S138J760 thence northwest some fifty-one (51') feet to manhole S138J766, Tax Map No. 138J-A-0013.02, as detailed on the attached map, subject to certain conditions. **(District 6) (Recommended for approval by Public Works)**

VI. **Ordinances – First Reading:**

**CITY COUNCIL**

- a. An ordinance to amend Chattanooga City Code, Part II, Chapter 25, Article I, Section 25-39, Panhandling.

**PLANNING**

- b. 2018-032 Matthew McClanahan and John Sweet (R-2 Residential Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1700 Dodds Avenue, more particularly described herein, from R-2 Residential Zone to UGC Urban General Commercial Zone, subject to certain conditions. **(District 9) (Recommended for approval by Planning and Staff) (Deferred from 3/27/18)**

2018-032 Matthew McClanahan and John Sweet (R-2 Residential Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1700 Dodds Avenue, more particularly described herein, from R-2 Residential Zone to UGC Urban General Commercial Zone. **(Applicant Version)**

VII. **Resolutions:**

**MAYOR'S OFFICE**

- a. A resolution to confirm the Mayor's appointments of Mark B. Miller, Marco A. Salenda, and Karah Nazor to the Stormwater Regulations Board.

**PLANNING**

- b. A resolution authorizing the Chattanooga-Hamilton County Regional Planning Agency to develop a zoning policy that will be used for rezoning requests for sites that contain steep slopes in the stormwater runoff affected areas and for remaining forest land. **(Sponsored by Chairman Mitchell and Councilman Ledford)**

VIII. Purchases.

IX. Other Business.

X. Committee Reports.

XI. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XII. Adjournment.

**TUESDAY, APRIL 10, 2018**  
**CITY COUNCIL AGENDA**  
**6:00 PM**

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Gilbert).
3. Minute Approval.
4. Special Presentation.
5. **Ordinances – Final Reading:**

**CITY COUNCIL**

- a. An ordinance to amend Chattanooga City Code, Part II, Chapter 25, Article I, Section 25-39, Panhandling.

**PLANNING**

- b. 2018-032 Matthew McClanahan and John Sweet (R-2 Residential Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1700 Dodds Avenue, more particularly described herein, from R-2 Residential Zone to UGC Urban General Commercial Zone, subject to certain conditions. **(District 9) (Recommended for approval by Planning and Staff) (Deferred from 3/27/18)**

2018-032 Matthew McClanahan and John Sweet (R-2 Residential Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1700 Dodds Avenue, more particularly described herein, from R-2 Residential Zone to UGC Urban General Commercial Zone. **(Applicant Version)**

6. **Ordinances – First Reading:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. An ordinance amending Chattanooga City Code, Part II, Chapter 11, by the addition of a new Article XVII entitled “Small Business Construction Mitigation Grant Program” and to amend Ordinance known as “the FY2018 Budget Ordinance” so as to reappropriate \$119,000.00 from the Department of Economic and Community Development for use in the Small Business Construction Mitigation Grant Program to the Industrial Development Board.

**PLANNING**

- b. 2018-035 Ronnie Rothwell (R-1 Residential Zone to E-RA-2 Residential Attached Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located in the 500 block of May Street, more particularly described herein, from R-1 Residential Zone to E-RA-2 Residential Attached Zone. **(District 1) (Recommended for approval of E-RA-2 and recommended for denial of E-RA-3 by Planning and Staff)**

2018-035 Ronnie Rothwell (R-1 Residential Zone to E-RA-2 Residential Attached Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located in the 500 block of May Street, more particularly described herein, from R-1 Residential Zone to E-RA-2 Residential Attached Zone, upon Staff recommendations. **(Staff Version)**

2018-035 Ronnie Rothwell (R-1 Residential Zone to E-RA-2 Residential Attached Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located in the 500 block of May Street, more particularly described herein, from R-1 Residential Zone to E-RA-3 Urban Edge Residential Attached Zone 3 Stories. **(Applicant Version)**

- c. 2018-039 Todd Lansden (R-1 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3407 Plumwood Road, more particularly described herein, from R-1 Residential Zone to R-2 Residential Zone, subject to certain conditions. **(District 5) (Recommended for approval by Planning and recommended for denial by Staff)**

2018-039 Todd Lansden (R-1 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3407 Plumwood Road, more particularly described herein, from R-1 Residential Zone to R-2 Residential Zone. **(Applicant Version)**

- d. 2018-038 Nancy S. Hayes (R-1 Residential Zone to R-2 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3807 17<sup>th</sup> Avenue, more particularly described herein, from R-1 Residential Zone to R-2 Residential Zone. **(District 7) (Recommended for approval by Planning and recommended for denial by Staff)**

- e. 2018-040 Joseph Ingram (M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1820 Madison Street, more particularly described herein, from M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories. **(District 7) (Recommended for approval of U-RA-3 and recommended for denial of U-RD-2 by Planning and Staff)**

2018-040 Joseph Ingram (M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1820 Madison Street, more particularly described herein, from M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories, subject to certain conditions. **(Staff Version)**

2018-040 Joseph Ingram (M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1820 Madison Street, more particularly described herein, from M-1 Manufacturing Zone to U-RD-2 Urban Residential Detached Zone 2 Stories. **(Applicant Version)**

- f. 2018-041 Joseph Ingram (M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1942 Madison Street, more particularly described herein, from M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories. **(District 7) (Recommended for approval of U-RA-3 and recommended for denial of U-RD-2 by Planning and Staff)**

2018-041 Joseph Ingram (M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1942 Madison Street, more particularly described herein, from M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories, subject to certain conditions. **(Staff Version)**

2018-041 Joseph Ingram (M-1 Manufacturing Zone to U-RA-3 Urban Residential Attached Zone 3 Stories). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1942 Madison Street, more particularly described herein, from M-1 Manufacturing Zone to U-RD-2 Urban Residential Detached Zone 2 Stories. **(Applicant Version)**

- g. 2018-042 Jason Geraci (R-3 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 906 and 912 East 14<sup>th</sup> Street, more particularly described herein, from R-3 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone. **(District 8) (Recommended for approval by Planning and Staff)**
- h. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article V, Division 3, Section 38-64, Height and Area Exceptions and Division 5, Section 38-84, Height, Area, and Building Regulations, (1) for areas outside the Urban Overlay Zone.

7. **Resolutions:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. A resolution authorizing the Mayor to execute an Agreement to Exercise Option to Renew with River City Ducks, LLC, in substantially the form attached, for a one (1) year renewal of the License Agreement for the non-exclusive use of the Ross' Landing ramp. **(District 7)**
- b. A resolution authorizing the Administrator for the Department of Economic and Community Development to accept, if awarded, a Tennessee Department of Economic and Community Development Grant for the former Harriet Tubman Homes Site, in the amount of \$100,000.00, with the City's matching funds, in the amount of \$100,000.00, for a total amount of \$200,000.00. **(District 8)**
- c. A resolution authorizing the Administrator for the Department of Economic and Community Development to award HOME Program funding to Chattanooga Community Housing Development Organization (CCHDO) for the development of affordable homeownership opportunities, in the amount of \$155,000.00, and to Tower Construction Company to develop four (4) affordable rental houses, in the amount of \$160,000.00, for a total amount of \$315,000.00, and to authorize the reallocation of \$320,000.00 in HOME funding from a previously authorized Chattanooga Neighborhood Enterprise (CNE) project, as referenced in Resolution No. 28934, to a new building located at 2104 Union Avenue, for eight (8) affordable rental units. **(District 9)**
- d. A resolution authorizing the transfer of \$119,000.00 from the Department of Economic and Community Development to the Industrial Development Board for small business support services, including construction mitigation grants for qualified small businesses impacted by construction projects.

**HUMAN RESOURCES**

- e. A resolution authorizing the appointment of Prince Muhammad, as a special police officer (unarmed) for the McKamey Animal Center, to do special duty as prescribed herein, subject to certain conditions.

**PLANNING**

- f. 2018-036 Windward Cove Homeowners Association (Abandonment of Special Exceptions Permit). A resolution abandoning a Special Exceptions Permit for a Residential Planned Unit Development for properties located in the 4400 block of Webb Road and the 4200 through 4500 blocks of Sailmaker Circle. **(District 3) (Recommended for approval by Planning and Staff)**
- g. 2018-037 Windward Cove Homeowners Association (Special Exceptions Permit). A resolution authorizing a Special Exceptions Permit for a Residential Planned Unit Development for properties located in the 4400 block of Webb Road and the 4200 through 4500 blocks of Sailmaker Circle. **(District 3) (Recommended for approval by Planning and Staff)**
- h. A resolution adopting a Land Use Plan for The South Broad District Study, A Vision for Revitalization, in an effort to establish a public vision for the future of South Broad Street, the Wheland Foundry/US Pipe Site, and Southside Gardens Neighborhood.

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- i. A resolution authorizing the approval of Change Order No. 1 for Hazen and Sawyer for professional services for design and construction phase services relating to Contract No. W-14-006-101, Moccasin Bend WWTP Secondary Clarifier Upgrades, a Consent Decree Project, for an increased amount of \$98,566.00, for a revised contract amount not to exceed \$1,939,366.00. **(District 1) (Consent Decree)**
- j. A resolution authorizing the award of Contract No. P-16-005-201 to Advanced Training Systems, Inc. of St. Paul, IN, HCSO-CPD Target System, in the amount of \$88,130.00, with a contingency in the amount of \$4,400.00, for an amount not to exceed \$92,530.00. **(District 1)**
- k. A resolution authorizing the approval of Change Order No. 1 for Layne Inliner, LLC of Tucker, GA, relative to Contract No. W-12-029-201, Friars Branch Interceptor and Basin Improvements, a Consent Decree Project, for an increased amount of \$1,657,632.00, to reduce the contingency in the amount of \$200,000.00, for a revised contract amount not to exceed \$9,537,391.50, for a total amount of \$9,737,391.50. **(District 1) (Consent Decree)**

- l. A resolution authorizing the approval of Change Order No. 1 for CDM Smith, Inc. for professional services for Design and Construction Phase Services relative to Contract No. W-12-026-102, DuPont Pump Station and Basin Improvements – Phase 2, a Consent Decree Project, for an increased amount of \$985,284.08, for a revised contract amount not to exceed \$2,580,884.08. **(District 2) (Consent Decree)**
- m. A resolution authorizing the approval of Change Order No. 1 (Final) for Chase Plumbing and Mechanical, Inc. of Chattanooga, TN, relative to Contract No. W-12-026-201, DuPont Pump Station and Basin Improvements – Phase 1, a Consent Decree Project, for a decreased amount of \$335,508.81, to release the contingency in the amount of \$272,440.00, for a revised contract amount not to exceed \$5,113,293.19. **(Districts 2 & 3) (Consent Decree)**
- n. A resolution authorizing the approval of Change Order No. 1 for CH2M Hill Engineers for professional services for Design and Construction Phase Services relative to Contract No. W-15-002-101, Friars Branch South Chickamauga Creek 5 Interceptor Rehabilitation, a Consent Decree Project, for an increased amount of \$104,130.00, for a revised contract amount not to exceed \$925,080.00. **(Districts 5 & 6) (Consent Decree)**
- o. A resolution authorizing the approval of Change Order No. 2 (Final) for Arcadis U.S., Inc. for professional Construction Phase Services relative to Contract No. S-12-009-103, Carter Street Storm Drainage Pipe Repair Project, a Consent Decree Project, for a decreased amount of \$350.00, for a revised contract amount not to exceed \$97,360.00. **(District 7) (Consent Decree)**
- p. A resolution authorizing the approval of Change Order No. 1 for Arcadis U.S., Inc. for professional services for Design and Construction Phase Services relating to Contract No. W-09-011-101, Orchard Knob Pump Station Improvements, a Consent Decree Project, for an increased amount of \$25,228.00, for a revised contract amount not to exceed \$677,745.00. **(District 8) (Consent Decree)**
- q. A resolution authorizing the approval of Change Order No. 4 for Burns & McDonnell Engineering Company for professional services for Design and Construction Phase Services relating to Contract No. W-12-016-012, CITICO CSOTF and Pump Station Improvements, a Consent Decree Project, for an increased amount of \$6,739.92, for a revised contract amount not to exceed \$526,720.62. **(District 8) (Consent Decree)**
- r. A resolution authorizing the approval of Change Order No. 2 for Burns & McDonnell Engineering Company for professional services for Design and Construction Phase Services relative to Contract No. W-16-013-101, CITICO Pump Station Reliability Improvement, a Consent Decree Project, for an increased amount of \$56,300.00, for a revised contract amount not to exceed \$1,181,150.00. **(District 8) (Consent Decree)**

- s. A resolution authorizing the Administrator for the Department of Public Works to enter into blanket contracts for Professional Services for the support of Wastewater Capital Improvements Program, Contract No. W-18-001, for the nineteen (19) consultant firms that submitted qualifications in the six (6) different categories per their qualification package, for year one (1) of a term up to five (5) years with this year's amount to be no more than \$7.5 million. **(Revised)**

**Transportation**

- t. A resolution authorizing the Administrator for the Department of Transportation to enter into a Partnership Agreement with Cameron Harbor South, Lot 1, GP, for Parkway Pourhouse, located at 801 Riverfront Parkway, Project No. T-18-001-804, and to accept a contribution of \$15,178.38 towards the cost of six (6) pedestrian light poles, luminaires, conduits, and installation. **(District 7)**
  - u. A resolution authorizing the Administrator for the Department of Transportation to enter into an agreement with Kleenco Construction relative to Contract No. T-17-006-201, for construction services on Dodds Avenue associated with Community Development Block Grant Sidewalk Install/Repair, in the amount of \$321,421.75, with a contingency amount of \$32,142.18, for a total amount of \$353,563.93. **(District 7) (Revised)**
  - v. A resolution authorizing the appointments of Corey Jack Ward and Andrew Matheson as special police officers (unarmed) for the Chattanooga Area Regional Transportation Authority (CARTA), to do special duties as prescribed herein, subject to certain conditions.
  - w. A resolution authorizing the Administrator for the Department of Transportation to enter into an agreement with Geostabilization International for construction services relative to Contract No. T-16-004-201 associated with construction services for slope stabilization along Granada Drive, originally established by City Council action on May 30, 2017, to increase the contract amount by \$92,500.00, for a final revised contract amount of \$350,340.00, in accordance with specifications as shown on State Wide Contract SWC 191.
- 8. Purchases.
  - 9. Other Business.
  - 10. Committee Reports.
  - 11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
  - 12. Adjournment.

Emergency Purchases 4-3-2018

PARTMENT QUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	SUPPLIER	COST	FUND NAME	NOTES
R168016 Public Works	Emergency Cleanup at Lupton Mill	-	-	Environmental Management Speclallsts, Inc. 4131 South Creek Road Chattanooga, TN 37406	\$1,536.00	General Fund	Emergency Cleanup at Lupton Mill-Public Works. This purchase was necessary to identify, contain, and dispose of any hazardous materials in that portlon of the debris field.



# City of Chattanooga

Mayor Andy Berke

March 23, 2018

Justin Holland  
Administrator  
Public Works Department  
1250 Market Street  
Chattanooga, TN 37402

Subject: 168016 – Emergency Cleanup at Lupton Mill – Public Works

Dear Mr. Holland:

It was necessary to initiate this emergency purchase for cleanup at Lupton Mill. This purchase order was issued to Environmental Mgmt Specialists in the amount of \$1,536.00. We have attached an emergency requisition and justification from the department describing the circumstances of this emergency purchase.

In my opinion, this emergency purchase was justified and in the City's best interest was served by the decision.

Respectfully yours,

Bonnie Woodward  
Purchasing Director

Emergency purchased approved  
and should be entered in the  
minutes of the City Council as  
stipulated by Ordinance 5608,  
Section 3.

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Justin Holland  
Administrator, Public Works

BW/dt

Attachments



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**Purchase Requisition 168016 for Dodson, Bonnie (1,536.00 USD)**

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From **Dodson, Bonnie**  
 To **Purchase Approval Pool**  
 Sent **23-Mar-2018 09:51:09**  
 Due **30-Mar-2018 09:51:09**  
 ID **1989014**

Description **Construction Emergency Environmental for E-16-006, Lupton City**  
 Requisition Total **1,536.00 USD**  
 Estimated Tax **0.00 USD**  
 Attachments [Environmental Mgmt Specialists - Emergency Invoice.pdf](#)

**Requisition Lines**

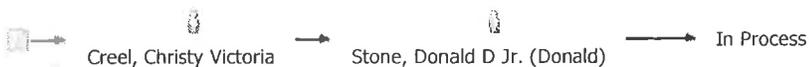
Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	Construction Emergency Environmental for E-16-006, Lupton City		G30011	Job	1536	1	1,536.00

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

**Approval Sequence**



Num	Name	Action	Action Date	Note
1	Dodson, Bonnie M	Submitted	22-Mar-2018 11:38:34	
2	Talley, Debbie J	Approved	22-Mar-2018 15:09:29	
3	Creel, Christy Victoria	Approved	23-Mar-2018 08:12:41	
4	Stone, Donald D Jr. (Donald)	Approved	23-Mar-2018 08:15:58	
5	Yates, Kendra N	Approved	23-Mar-2018 09:51:08	

**Related Applications**

- [Edit Requisition](#)
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**Response**

Note

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Debbie Talley &lt;dtalley@chattanooga.gov&gt;

**Fwd: EMS agreement and client set-up.**

1 message

**Bonnie Mumpower** <bmumpower@chattanooga.gov>  
To: Debbie Talley <dtalley@chattanooga.gov>

Fri, Mar 23, 2018 at 4:16 PM

----- Forwarded message -----

From: **Bill Payne** <bpayne@chattanooga.gov>  
Date: Fri, Mar 23, 2018 at 11:20 AM  
Subject: Fwd: EMS agreement and client set-up.  
To: Bonnie Mumpower <bmumpower@chattanooga.gov>  
Cc: Elizabeth Goss <egoss@chattanooga.gov>

Bonnie,

On January 23, 2018, an incident occurred at Lupton Mill. A CWS worker was overcome by fumes and had to receive medical treatment. The debris field where the work was being conducted was believed to contain only building materials. The worker's description of the event included a possible canister in the debris field. Due to the unknown source or material, it was necessary to declare the situation as a hazardous materials emergency in order to ensure safety of workers and the public. After consultation with Public Works Administrator Justin Holland, I contacted Chattanooga Fire Dept. to determine the next company on their hazmat rotation and contacted EMS to immediately mobilize to the site in order to identify, contain and dispose of any hazardous materials in that portion of the debris field.

Thanks,  
Bill

William C. Payne, PE  
City Engineer  
City of Chattanooga | Department of Public Works  
423-643-6160 | bpayne@chattanooga.gov  
Twitter | Web | 311

----- Forwarded message -----

From: **Elizabeth Goss** <egoss@chattanooga.gov>  
Date: Mon, Feb 19, 2018 at 3:19 PM  
Subject: Re: EMS agreement and client set-up.  
To: Bill Payne <bpayne@chattanooga.gov>

Bill,

Can you forward me an email that has language in it that this was an emergency? Ms. Bonnie needs that so she can process the invoice.

Thanks,

**Elizabeth Goss**  
City of Chattanooga  
Public Works Department  
1250 Market Street  
Chattanooga, TN 37402

Office || 423-643-6191  
Cell || 229-894-4591  
egoss@chattanooga.gov

On Tue, Feb 13, 2018 at 11:30 AM, Bill Payne <bpayne@chattanooga.gov> wrote:  
Send it to:

City of Chattanooga  
Department of Public Works  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402  
Attn: Elizabeth Goss

Thanks,  
Bill

William C. Payne, PE  
City Engineer  
423-643-6160  
bpayne@chattanooga.gov

On Wed, Feb 7, 2018 at 3:12 PM, John Leach <jleach@emsonsite.com> wrote:

Can someone please tell me where/who I send our invoice to?

**From:** Debbie Talley [mailto:dtalley@chattanooga.gov]  
**Sent:** Monday, January 29, 2018 3:51 PM  
**To:** Bill Payne <bpayne@chattanooga.gov>  
**Cc:** Mark McKeel <mmckeel@chattanooga.gov>; purchasing <purchasing@chattanooga.gov>; Creel Christy <ccreel@chattanooga.gov>; John Leach <jleach@emsonsite.com>  
**Subject:** Re: EMS agreement and client set-up.

The request information has been sent to John.

Thanks

On Mon, Jan 29, 2018 at 2:54 PM, Bill Payne <bpayne@chattanooga.gov> wrote:

Please see the request from John Leach at EMS to provide our DUNS number so they can use that to set us up in their system in order to assign a job number to pay the employees that responded.

Thanks,

Bill

William C. Payne, PE  
City Engineer  
423-643-6160  
bpayne@chattanooga.gov

----- Forwarded message -----

**From:** John Leach <jleach@emsonsite.com>  
**Date:** Mon, Jan 29, 2018 at 12:42 PM  
**Subject:** RE: EMS agreement and client set-up.  
**To:** "bpayne@chattanooga.gov" <bpayne@chattanooga.gov>

Bill,

Can we get your DUNS #? If we can get that, we can probably run it and get the City set up.

**From:** John Leach  
**Sent:** Tuesday, January 23, 2018 4:09 PM  
**To:** 'bpayne@chattanooga.gov' <bpayne@chattanooga.gov>  
**Subject:** EMS agreement and client set-up.

Bill,

Thanks for calling us today, it was a pleasure doing business. I have attached the executed agreement along with our 2018 rate sheet. We will also need to set up the city in our system, and to do so I need the attached credit application filled out, and returned to me, for billing purposes. I will need to get this done as soon as possible, so if you can send it in the next couple of days I would appreciate it.

Best regards,



**John Leach** | EMS, Inc.

Senior Project Manager

865.333.0384 cell

jleach@EMSonsite.com

Cleveland | Chattanooga | Chicago | Cincinnati | Columbus | Indianapolis | Pittsburgh |  
Steubenville | Toledo | Zanesville

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--  
*Debbie Talley*

*Deputy Director of Purchasing*

**City of Chattanooga**

*101 East 11th Street, Suite G13*

Chattanooga, TN 37402

(423) 643-7230

(423) 643-7244 (fax)

Procurement Manual

Bids and Solicitations

Vendor Registration

 Bonnie Mumpower Dodson  
Accounts Coordinator

City of Chattanooga | Department of Public Works

423-643-6031 | [bmumpower@chattanooga.gov](mailto:bmumpower@chattanooga.gov)

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Proposed City Council Purchases 4-3-18

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R166144 Public Works	Purchase of four (4) Dezurik Gate Valves-Waste Resources Division	8	7	Piping Supply Co. 3008 North Hickory St. Chattanooga, TN 37406	\$109,000.00	Interceptor Sewer Operations	Purchase of four (4) Dezurik Gate Valves-Waste Resources Division. There were 8 direct bid solicitations and we received 7 responses in the publicly advertised bid proceedings. Piping Supply Co. was the lowest bid meeting specifications.
PO533080 Public Works	Increase of Authorized Expenditure on Blanket Contract for Cleanup Services for Property Damaged by Sewer Backups-Waste Resources Division	-	-	Disaster Master 4605 Shawhan Rd. Chattanooga, TN 37411	New Total Estimated \$200,000 Annually	Interceptor Sewer Operations	Increase of \$100,000 to Blanket PO533080 for Property Damaged by Sewer Backups-Waste Resources Division. This change order is necessary due to greater than expected contract usage over the past year.
PO544724 Public Works	Increase of Authorized Expenditure on Blanket Contract for Concrete-City Wide Services	-	-	Ready Mix USA PO Box 2643 Dalton, GA 30720	New Total Estimated \$346,000 Annually	General Fund	Increase of \$150,000 to Blanket PO544724 for Concrete-City Wide Services. This change order is necessary to encompass payments through the end of the current contract term ending July, 2018.
PO543015 IT Dept.	Blanket Contract Renewal for NetMotion Premium Maintenance	-	-	Insight Public Sector 6820 S Harl Ave. Tempe, AZ 85283	Estimated \$35,000 Annually	General Fund	Blanket Contract Renewal of PO543015 for NetMotion Premium Maintenance. The renewal is through April, 2019. This contract will utilize the U.S. Communities Contract #4400006644.



# City of Chattanooga

Mayor Andy Berke

March 23, 2018

Mr. Justin Holland, Administrator  
Public Works Department  
Development Resource Center  
1250 Market Street – Suite 2100  
Chattanooga, TN 37402

Subject: 166144/305040 – Dezurik Gate Valves – Waste Resources Division – Public Works Department

Dear Mr. Holland

Council approval is recommended for the purchase of four (4) Dezurik Gate Valves for the Waste Resources Division of the Public Works Department. These 36” valves will be used as replacements at the wet weather grit removal tanks at Moccasin Bend Wastewater Treatment Plant.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Seven (7) responses were received as shown below and on the attachment. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

<u>Bidder</u>	<u>Bid</u>
Piping Supply Co.	\$109,000.00
Eco-Tech, Inc.	\$114,872.00
Ferguson Waterworks	\$115,790.16
Applied Valve Technology, Inc.	\$116,544.00
Walter A. Wood Supply Co.	\$122,496.00
Wholesale Supply Group Inc.	\$122,540.00
Consolidated Pipe & Supply Co.	\$124,460.00

I recommend awarding this purchase to Piping Supply Co., 3008 North Hickory St., Chattanooga, TN 37406 in the amount of \$109,000. Piping Supply Co. offers the lowest bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward  
Director of Purchasing

Bid Tabulation -

RFB # 305040

Dezurik Gate Valves

Item #	Quantity	Piping Supply		Eco-Tech, Inc		Ferguson Waterworks		Applied Valve Technology	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	4	27,250.00	109,000.00	28,718.00	114,872.00	28,947.54	115,790.16	29,136.00	116,544.00
Total			\$109,000.00		\$114,872.00		\$115,790.16		\$116,544.00

Item #	Quantity	Walter A Wood Supply		Wholesale Supply Group		Consolidated Pipe	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	4	30,624.00	122,496.00	30,635.00	122,540.00	31,115.00	124,460.00
Total			\$122,496.00		\$122,540.00		\$124,460.00

Dezurik Gate Valves – Requisition 166144

Eco-Tech, Inc.  
156 Hickory Springs Industrial Dr.  
Canton, GA 30115

Walter A. Wood Supply Co.  
P.O. Box 100  
Rossville, GA 30741

Applied Industrial Technologies  
4136 Jersey Pike, Suite A  
Chattanooga, TN 37421

Southern Sales Company  
2937 Kraft Drive  
Nashville, TN 37204

Industrial Valve Sales & Service  
P.O. Box 1456  
Cleveland, TN. 37364

Piping Supply  
3008 N. Hickory St.  
Chattanooga, TN 37406

Applied Valve Technology, Inc  
1421 Latta St.  
Chattanooga, TN 37406

Consolidated Pipe & Supply  
1332 Stuart St.  
Chattanooga, TN 37406



# City of Chattanooga

Mayor Andy Berke

March 28, 2018

**Mr. Justin Holland, Administrator  
Public Works Department  
Development Resource Center  
1250 Market Street – Suite 2100  
Chattanooga, TN 37402**

**Subject: 533080 – Increase of Authorized Expenditure on Blanket Contract for  
Cleanup Services for Property Damaged by Sewer Backups – Waste  
Resources Division - Public Works Department**

**Dear Mr. Holland:**

**Council approval is recommended to increase the authorized expenditure on blanket contract 533080 with Disaster Master for Cleanup Services for Property Damaged by Sewer Backups for the Waste Resources Division of the Public Works Department. This service is only used after unexpected sewer backup incidents. Consequently, it is difficult to accurately predict the level of contract usage.**

**The contract has been in place since June 2015 and expires in June 2018. The current authorized annual expenditure is \$100,000. Due to greater than expected contract usage over the past year, the authorized spending limit needs to be increased by \$100,000 to allow continued use through the end of the contract term in June 2018.**

**I recommend a one-time \$100,000 increase to the authorized expenditure for this blanket contract with Disaster Master, 4605 Shawhan Rd., Chattanooga, TN 37411 as being in the best interests of the City of Chattanooga. The revised annual expenditure will be an estimated \$200,000.**

**Respectfully yours,**

A handwritten signature in blue ink that reads "Bonnie Woodward".

**Bonnie Woodward  
Director of Purchasing**

# Purchase Order BLANKET



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

VENDOR	Vendor Number: Vendor Alternate ID: 24096
	Disaster Master 4605 Shawhan Road Chattanooga, TN 37411

PO Date: 26-JUN-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number <b>533080</b>  INVOICES: Direct Invoices In DUPLICATE to the Invoice address shown below.
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SHIP TO	

INVOICE	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 115263 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 ***** <b>DESCRIPTION:</b> This shall be a twelve (12) month blanket contract for Cleanup Services for Property Damaged by Sewer Backups for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. ***** <b>NOTES:</b> The bid submitted by Disaster Master dated 6-15-15 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed ***** APPROVED BY CITY COUNCIL ON JUNE 23, 2015 ***** <b>CONTRACT BEGINNING/ENDING DATES:</b> 6-26-2015 TO 6-26-2016 ***** Vendor Contact: Bucky Bruce Phone: 423-320-1542 e-mail: DisasterMasterChatt@gmail.com					

\*\*\*\*\* NOTICE \*\*\*\*\*

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

# Purchase Order BLANKET



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 24096
	Disaster Master 4605 Shawhan Road Chattanooga, TN 37411

PO Date: 26-JUN-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number <b>533080</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Extracting Raw Sewage wall and/or floor area	0.00	Square Foot	\$ 0.5000	\$ 0.00
2	Removal of Standing Water (Vacuum Truck) per 1000 gal.	0.00	Gallon	\$ 195.0000	\$ 0.00
3	Clean & disinfect wall and/or floor areas (includes doors and trim/molding)	0.00	Square Foot	\$ 0.2500	\$ 0.00
4	Clean & disinfect furniture, fixtures, cabinets, appliances, and electronics, etc.	0.00	Hour	\$ 25.0000	\$ 0.00
5	Removal & disposal of non-salvageable materials and equipment	0.00	Ton	\$ 340.0000	\$ 0.00
6	Clean & disinfect clothing, linens, drapes, shoes, etc.	0.00	Pound	\$ 4.7500	\$ 0.00
7	Extermination Services	0.00	Square Foot	\$ 0.1800	\$ 0.00
8	Odor Control	0.00	Each	\$ 95.0000	\$ 0.00
9	Moving and replacement	0.00	Hour	\$ 25.0000	\$ 0.00
10	Storage	0.00	Day	\$ 22.0000	\$ 0.00

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 24096
	Disaster Master 4605 Shawhan Road Chattanooga, TN 37411

PO Date: 26-JUN-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>533080</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	

<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Lawn and driveway clean & disinfect	0.00	Square Foot	\$ 0.3500	\$ 0.00
12	Miscellaneous Services (overhead & profit 20% markup)	0.00	Each	\$ 1.0000	\$ 0.00
13	Base Service Call	0.00	Each	\$ 75.0000	\$ 0.00

**TOTAL: \$ .00**

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# City of Chattanooga

Mayor Andy Berke

March 28, 2018

Mr. Justin Holland  
Administrator  
Public Works Department  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

**Subject: Blanket Contract No. 544724 – Concrete – Public Works Department/City Wide Services**

Dear Mr. Holland:

Council approval is recommended to issue a Change Order to PO 544724, awarded to Ready Mix USA. The change order will increase the estimated annual expenditure amount from \$196,000.00 to \$346,000.00, due to estimated usage of Concrete by Public Works/City Wide Services and Moccasin Bend Waste Water Treatment Plant.

This contract change with Public Works/City Wide Services increases the total contract by \$150,000.00 and is necessary in order to encompass payments through the end of the current contract term ending July, 2018.

Current Contract Term (Council approval July 18, 2017)	\$ 196,000.00
Change Order 1 Increase Amount	\$ 150,000.00
New Annual Expenditure Amount	\$ 346,000.00

I recommend issuing this Change Order to increase the present contract amount by \$150,000.00. Public Works/City Wide Services has requested and approved this change.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/dp

# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 747933 Vendor Alternate ID: 4116  <b>Ready Mix USA</b> P O Box 2643 Dalton, GA 30720-3128
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PO Date: 26-JUL-17 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 544724</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
<b>Line Nbr</b>	<b>Item ID - Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Requisition No.: 154296 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237  Items Being Purchased: Concrete  This Shall Be A Twelve (12) Month Blanket Contract To Supply Concrete. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.  Vendor Contact: Robert "Shay" Lewis (423) 892-6444 (423) 826-4947 (Fax) roberts.lewis@cemex.com  City Contact: Sharon Smith (423) 643-6846  Approved By City Council On July 18, 2017  Contract Term: August 1, 2017 thru July 31, 2018					

\*\*\*\*\* NOTICE \*\*\*\*\*

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 747933 Vendor Alternate ID: 4116  Ready Mix USA P O Box 2643 Dalton, GA 30720-3128
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PO Date: 26-JUL-17 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 544724</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Concrete, Class A 1-1/2"	0.00	Yard	\$ 119.0000	\$ 0.00
2	Concrete, Class A 3/4"	0.00	Yard	\$ 119.0000	\$ 0.00
3	Concrete, Class A 1/2"	0.00	Yard	\$ 119.0000	\$ 0.00
4	Concrete, 3000 PSI, Limestone Aggregate	0.00	Yard	\$ 115.0000	\$ 0.00
5	Concrete, 3500 PSI, Limestone Aggregate	0.00	Yard	\$ 117.0000	\$ 0.00
6	Concrete, 4000 PSI, Limestone Aggregate	0.00	Yard	\$ 119.0000	\$ 0.00
7	Concrete, 5000 PSI, Limestone Aggregate	0.00	Yard	\$ 125.0000	\$ 0.00
8	Concrete, Pea Gravel 3000 PSI, River Gravel	0.00	Yard	\$ 135.0000	\$ 0.00
9	Concrete, Pea Gravel 4000 PSI, River Gravel	0.00	Yard	\$ 140.0000	\$ 0.00
10	Concrete, Class A Hi-Early	0.00	Yard	\$ 133.0000	\$ 0.00

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 747933 Vendor Alternate ID: 4116  Ready Mix USA P O Box 2643 Dalton, GA 30720-3128
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PO Date: 26-JUL-17 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>544724</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
----------------------------------------------	--------------------------------------------------------------------------------------------------------------

Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Concrete, Purvius	0.00	Yard	\$ 118.0000	\$ 0.00
12	Calcium Chloride Additive, 1%	0.00	Yard	\$ 3.0000	\$ 0.00
13	Calcium Chloride Additive, 2%	0.00	Yard	\$ 6.0000	\$ 0.00
14	Concrete Additive, Retarter	0.00	Yard	\$ 6.0000	\$ 0.00
15	Concrete, Flowable Fill, Excavatable Fill According to American Concrete Institute	0.00	Yard	\$ 87.0000	\$ 0.00
16	Red Color Additive	0.00	Yard	\$ 65.0000	\$ 0.00
17	Fiber Reinforced Concrete	0.00	Yard	\$ 5.5000	\$ 0.00
18	Delivery Charge for less than 5 Yards	0.00	Yard	\$ 100.0000	\$ 0.00
19	Roller Compacted Concrete in excess of 1000 Cu. Yd.	0.00	Yard	\$ 98.0000	\$ 0.00
20	Environmental Fee	0.00	Each	\$ 10.0000	\$ 0.00

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 747933 Vendor Alternate ID: 4116
	Ready Mix USA P O Box 2643 Dalton, GA 30720-3128

PO Date: 26-JUL-17 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>544724</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
----------------------------------------------	--------------------------------------------------------------------------------------------------------------

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Miscellaneous	0.00	Each	\$ 1.0000	\$ 0.00
22	Fuel Fee for Delivery	0.00	Each	\$ 20.0000	\$ 0.00
23	After Hour Service Fee	0.00	Each	\$ 0.0000	\$ 0.00
24	Concrete, Any Type, Green Color	0.00	Yard	\$ 175.0000	\$ 0.00
25	Non-Chloride 2%	0.00	Yard	\$ 9.0000	\$ 0.00
26	Non-Chloride 1%	0.00	Yard	\$ 4.5000	\$ 0.00
27	Heated Water	0.00	Yard	\$ 2.0000	\$ 0.00

**TOTAL: \$ .00**

\*\*\*\*\* NOTICE \*\*\*\*\*

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# City of Chattanooga

Mayor Andy Berke

March 27, 2018

Mr. Brent Messer  
Chief Information Officer  
Information Technology Department  
1100 Market St. Suite 300  
Chattanooga, TN 37402

Subject: PO543015 – Blanket Contract Renewal – Insight Public Sector – NetMotion Premium Maintenance – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew the blanket contract with Insight Public Sector, using U.S. Communities™ Contract # 4400006644, for NetMotion Premium Maintenance, for an amount not to exceed \$35,000 per year. The City blanket contract renewal will coincide with the full three (3) year initial term of US Communities Contract # 4400006644 which is effective from May 1, 2016, to April 30, 2019.

This first renewal will be for thirteen months, from April 1, 2018 to April 30, 2019.

After April 30, 2019, U.S. Communities Contract # 4400006644 allows for renewal for four additional one-year periods or any combination thereof. Blanket contract renewals will be available accordingly. A copy of the U.S. Communities Contract # 44006644 is enclosed.

I recommend renewing this contract with Insight Public Sector for NetMotion Premium Maintenance.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mh  
Attachments

Insight Public Sector, 6820 S Harl Ave, Tempe AZ 85283

# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 704679 Vendor Alternate ID: 14280
	Insight Public Sector 6820 S Harl Ave Tempe, AZ 85283

PO Date: 05-MAY-17 Buyer: Deidre Moore-Keylon FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543015-1</b>
<b>INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.</b>	

<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 152044 Ordering Dept.: Information Technology Buyer: Deidre Keylon Phone No.: 423-643-7231 Email: dmkeylon@chattanooga.gov Items Being Purchased: NetMotion Mobility Premium Annual Maintenance Utilizing The U.S. Communities IT Products and Services Contract (#4400006644) THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions</a> If you are unable to download, please call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply NetMotion Mobility Premium Annual Maintenance. The Contract Term May Be Renewed For One Additional Thirteen (13) Month Term Under The Same Terms And Conditions To Coincide With The Final Renewal Year Of The U.S. Communities Contract #4400006644 Beginning April 1, 2018, And Ending April 30, 2019. Initial Contract Term: April 1, 2017, through March 30, 2018 Insight Public Sector Contract Team: Ashley McDonald (Account Executive) c. 423.368.9042   ashley.mcdonald@insight.com   ips.insight.com Toni Destries (Associate Account Executive) t. 800.467.4448 ext. 5290   f. 480.760.8991   toni.destries@insight.com Katherine Scozzafave t. 800.467.4448 ext. 6827   katherine.scozzafave@insight.com Council Letter R152044 Approved by City Council on April 4, 2017 Estimated Annual Amount Approved: \$35,000.00					

\*\*\*\*\* NOTICE \*\*\*\*\*

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 704679 Vendor Alternate ID: 14280  Insight Public Sector 6820 S Harl Ave Tempe, AZ 85283
----------------------------------------	------------------------------------------------------------------------------------------------------------------------

PO Date: 05-MAY-17 Buyer: Deidre Moore-Keylon FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543015-1</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
----------------------------------------	--

<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
----------------------------------------------	--------------------------------------------------------------------------------------------------------------

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	NetMotion - Mobility Premium Annual Maintenance Per U.S. Communities Contract #4400006644	26503.11	Dollar	\$ 1.0000	\$ 26,503.11

**TOTAL: \$ 26,503.11**

\*\*\*\*\* NOTICE \*\*\*\*\*

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

**FEB 23 2016**

Insight Public Sector, Inc.  
6820 South Harl Avenue  
Tempe, Az 85283

Attention: Erica Falchetti

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related  
Products and Services

Dear Ms. Falchetti:

## Acceptance Agreement

**Contract Number: 4400006644**

This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnelle Robinson, at 703-324-3281 or via e-mail at [Lonnelle.Robinson@fairfaxcounty.gov](mailto:Lonnelle.Robinson@fairfaxcounty.gov).

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated September 21, 2015;
- c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
- d. The Geographic Market Tiers dated 12/10/2015;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. Insight is awarded a contract for the following sections of the RFP:
  - 3.1.1 Technology Products
  - 3.1.2 Technology Services and Solutions
  - 3.1.3 Cisco Products, Services and Solutions
  - 3.1.4 HP Products, Services and Solutions
  - 3.1.5 Dell Products, Services and Solutions
  - 3.1.6 Panasonic Products, Services and Solutions
  - 3.1.7 EMC<sup>2</sup> Products, Services and Solutions
  - 3.1.8 CommVault Products, Services and Solutions
  - 3.1.9 Symantec Products, Services and Solutions
  - 3.1.10 Veritas Products, Services and Solutions
  - 3.1.11 VMWare Products, Services and Solutions
  - 3.1.12 Apple Products, Services and Solutions
  - 3.1.15 Microsoft Products, Services and Solutions
  - 3.1.16 Citrix Products, Services and Solutions
  - 3.1.17 NetApp Products, Services and Solutions
  - 3.1.18 Related Products, Services and Solutions
2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.
3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

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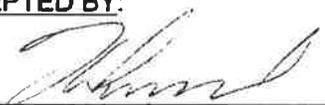
Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

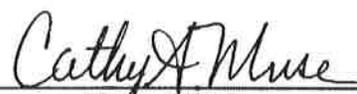
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

4. Any discounts are minimum discounts and any rates are not-to-exceed rates.
5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.
6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
9. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:

  
\_\_\_\_\_  
Kenneth Lamneck, Chief Executive Officer  
Insight Public Sector, Inc.

2/9/16  
Date

  
\_\_\_\_\_  
Cathy A. Muse, CPPO, Director  
Department of Purchasing and Supply Management

2/22/16  
Date

## LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Harl Ave., Tempe, Arizona 85283 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Product, Services and Solutions licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Code of Virginia §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.  
  
The terms and conditions in documents posted to the aforementioned URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obligating the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

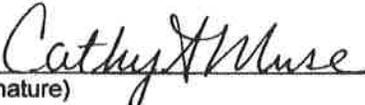
This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

**Insight Public Sector, Inc.**

**Fairfax County**

By:   
(Signature)

By:   
(Signature)

Name: Kenneth Lamneck  
(Print)

Name: Cathy A. Muse  
(Print)

Title: Chief Executive Officer

Title: Director/County Purchasing Agent

Date: 2/8/2016

Date: 2/22/16



# County of Fairfax, Virginia

## AMENDMENT

Date:

OCT 19 2017

### AMENDMENT NO. 1

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR  
Insight Public Sector, Inc.  
6820 South Harl Avenue  
Tempe, AZ 85283

SUPPLIER CODE  
100000125

CONTRACT NO.  
4400006644

By mutual agreement, the contract is hereby amended to incorporate the following services:

Service Categories	Cost Plus Percentage
<b>Microsoft Cloud Solutions Provider (CSP) Program</b>	Cost +15%
Program to allow Insight to sell Microsoft cloud services via the Microsoft CSP program, as well as custom cloud solutions and services. Support Services can include Level 1, Level 2, or Level 3 Microsoft Office 365 subscription support, migration services, and administrative functions on behalf of the agency.	

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

### DISTRIBUTION

Finance – Accounts Payable/e  
DIT – Melanie Quinn/e  
DIT – Michael Franks/e  
U. S. Communities – Scott Wilson/e  
([swilson@uscommunities.org](mailto:swilson@uscommunities.org))

Contractor – Erica Falchetti  
([Erica.falchetti@insight.com](mailto:Erica.falchetti@insight.com))  
Contract Specialist –  
ACS, Team -

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228



# County of Fairfax, Virginia

## AMENDMENT

Date: FEB - 5 2018

### AMENDMENT NO. 2

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR  
Insight Public Sector, Inc.  
6820 South Harl Avenue  
Tempe, AZ 85283

SUPPLIER CODE  
100000125

CONTRACT NO.  
4400006644

Contract 4400006644 is amended to incorporate the attached sample Master Equipment Lease Agreement (MELA) and the Notice of Acknowledgement of Assignment (NOAA).

All other terms, and conditions remain the same.

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

### DISTRIBUTION

Finance – Accounts Payable/e  
DIT – Melanie Quinn/e  
U. S. Communities – Scott Wilson/e  
([swilson@uscommunities.org](mailto:swilson@uscommunities.org))

Contractor – Erica Falchetti  
([Erica.falchetti@insight.com](mailto:Erica.falchetti@insight.com))  
Contract Specialist – L. Robinson  
ACS, Team 1 – J. Waysome-Tomlin

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**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

## Master Equipment Lease Agreement

BETWEEN:	("Lessor") Insight Public Sector, Inc. 6820 South Harl Ave Tempe, AZ 85283
BETWEEN:	("Lessor") Insight Public Sector, Inc. 6820 South Harl Ave Tempe, AZ 85283
DATED:	December _____, 2016

### ARTICLE I

**1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agent**" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"**Agreement**" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"**Appraisal Procedure**" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with an appraisal amount based upon the assumptions specified in the definition of Fair Market Value that will be determined by an appraiser of Lessor's choosing.

"**Appraiser**" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"**Event of Non-appropriation**" is defined in Section 6.05.

"**Event of Default**" is defined in Section 13.01.

"**Fair Market Value**" or "**FMV**" shall mean the value of each Item of Property for use, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"**Governmental Authority**" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"**Lease Participation Certificates**" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Agreement**" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Agreement, this contract shall be Fairfax County Contract #440006644 unless otherwise agreed to in an individual Property Schedule.

"**Purchasing Agent**" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder.

#### ARTICLE II

**2.01 Property Schedules Separate Leases.** Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

#### ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution.
- (f)
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

#### ARTICLE IV

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. Any taxes, including but not limited to sales and property taxes, associated with the ownership of the Property, shall be included within the payment amounts of each Property Schedule. If the tax rates increase during the term of a given Property Schedule, Lessee will be notified of said increase and make the determination if funding has been appropriated. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement. The parties acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is exempt from many tax obligations. In no event shall any Property Schedule reflect

payments for taxes that are not properly owed by Fairfax County.

#### ARTICLE V

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

#### ARTICLE VI

**6.01 Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Rental Payments.** Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

**6.03 Rental Payments to be Unconditional.** SUBJECT TO SECTION 6.05 AND PARAGRAPH 48 OF THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.04 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that no Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate.

**6.05 Non-Appropriation.** If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

#### ARTICLE VII

**7.01 Title to and Location of Property.** Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

**7.02 Tax Benefits.** Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless

**7.03 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

#### 7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.
- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

#### ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. Lessee agrees to keep all Equipment covered by insurance during the lease term. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

#### ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

#### ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING THE STATE OF TITLE; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS OF THE EQUIPMENT AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION

OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights, including rights and warranties that it may have under the agreement with the Equipment Vendor.

**10.02 Supplier's Warranties.** Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

#### **ARTICLE XI**

**11.01 Extension Terms.** So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above, If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

**11.02 Nature of Transaction; True Lease.** (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

**11.03 Return of Property.** Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. In the event title to the Equipment reverts back to Lessor, Lessee, at its own expense will remove all alterations, additions and attachments and repair the Equipment as necessary so as to return the Equipment to the condition in which it was furnished, reasonable wear and tear expected. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

#### **ARTICLE XII**

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHICH SHALL BE DEPENDANT UPON THE CREDIT RATING OF SUCH THIRD PARTY. THE CREDIT RATING MUST BE DEEMED THE SAME OR BETTER THAN THE LESSEE'S CREDIT RATING AT THE INCEPTION OF THE LEASE.

#### **ARTICLE XIII**

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by the Parties in or pursuant to the Property Schedule or its execution, delivery or performance shall proven to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare the entire amount of unpaid Rental Payments under the appropriate Property Schedule for the current fiscal year and for any delinquent payments from a prior year to be immediately due and payable, without further notice.
- (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except

those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;

- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**ARTICLE XIV**

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

**14.02 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.03 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**14.04 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.05 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

**14.06 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.07 Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.08 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

**14.09 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: Insight Public Sector, Inc.</b>
By:
Name:
Name:

<b>Lessee: Fairfax County, VA</b>
By:
By:
By:

By:
By:
By:

# Property Schedule No. 1

## Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to Master Equipment Lease Agreement (the "Master Agreement"), dated as of \_\_\_\_\_, between \_\_\_\_\_ and Insight Public Sector, Inc.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 2.
5. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 3.
6. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 4.
7. Essential Use. The Essential Use is attached as Exhibit 5.
8. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by \_\_\_\_\_.
9. Notice. Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: Insight Public Sector, Inc.</b>
By: _____
Name: _____
By: _____

<b>Lessee:</b>
By: _____
By: _____
By: _____

By: _____
By: _____
By: _____

## Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement dated \_\_\_\_\_ between Insight Public Sector, Inc. ("Lessor") and ("Lessee").

The PROPERTY:

The Property is more fully described in **Exhibit A** incorporated herein by reference and attached hereto. The Property is detailed in Insight Quote. The Property costs.

PROPERTY LOCATION:

USE: This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT DATE:

LEASE TERM:

PAYMENT TYPE:

END OF TERM OPTION:

RENTAL PAYMENT: \$

RENTAL PAYMENT SCHEDULE:

<b>Lessee:</b>
By:
By:
By:

EXHIBIT 2

**Lessee's Certificate**

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between Insight Public Sector, Inc. and

The undersigned, being the duly elected, qualified and acting keeper of records for ("Lessee") do hereby certify, as of \_\_\_\_\_, \_\_\_\_\_, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule; or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By: _____
By: _____
<b>SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.</b>

EXHIBIT 3

**Payment of Proceeds Instructions**

Insight Public Sector, Inc.  
6820 S. Harl Ave.  
Tempe, AZ 85283

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between Insight Public Sector, Inc. ("Lessor") and \_\_\_\_\_ ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: **Insight Public Sector, Inc.**

By check \_\_\_\_\_ By wire transfer \_\_\_\_\_

If by check, Payee's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If by wire transfer, instructions as follows:

Pay to Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Phone #: \_\_\_\_\_

For Account of: \_\_\_\_\_

Account No.: \_\_\_\_\_

ABA No.: \_\_\_\_\_

<b>Lessee:</b>
By:
Name:
By:

EXHIBIT 4

**Acceptance Certificate**

Insight Public Sector, Inc.  
6820 S. Harl Ave.  
Tempe, AZ 85283

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between Insight Public Sector, Inc. and

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Insight Public Sector. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date:
Lessee:
By:
By:
By:

EXHIBIT 5

**Essential Use**

<b>Lessee (Full Legal Name)</b>	
<b>Federal Tax ID #</b>	
<b>Street Address</b>	
<b>City, State, and Zip</b>	
<b>Dept. Using the Equipment</b>	

<b>Customer Contact</b>		<b>Invoices to be sent to:</b>	
<b>Title</b>		<b>Contact</b>	
<b>Phone and Fax No.</b>		<b>Department</b>	
<b>e-mail address</b>		<b>Street Address</b>	
		<b>City, State, and Zip</b>	
<b>Contract Signer</b>		<b>Phone and Fax No.</b>	
<b>Title</b>		<b>e-mail address</b>	
<b>Phone and Fax No.</b>		<b>Special Instructions</b>	
<b>e-mail address</b>			

**1. Equipment Description:**

--

**2. What is the purpose of the proposed equipment acquisition?**

--

**3. Why is the equipment essential?**

--

**4. What department is using the equipment?**

--

<b>5. Is the new equipment replacement, an upgrade or additional to the department?</b>										
<b>6. If replacement or upgrade, what is the age of the existing equipment?</b>										
<b>7. If you're upgrading existing equipment, is the existing equipment paid off?</b>										
<table border="0"> <tr> <td>Source of funds for proposed payments:</td> <td><b>Fund Balance:</b></td> <td><b>Date of most recent Audited Financial Statement:</b></td> </tr> <tr> <td>General Fund _____</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>Other (provide detail) _____</td> <td>As of _____</td> <td><b>Fiscal Year End:</b></td> </tr> </table>	Source of funds for proposed payments:	<b>Fund Balance:</b>	<b>Date of most recent Audited Financial Statement:</b>	General Fund _____	\$ _____		Other (provide detail) _____	As of _____	<b>Fiscal Year End:</b>	
Source of funds for proposed payments:	<b>Fund Balance:</b>	<b>Date of most recent Audited Financial Statement:</b>								
General Fund _____	\$ _____									
Other (provide detail) _____	As of _____	<b>Fiscal Year End:</b>								

**8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?**

--

**9. Will any loan or grant monies be directly used to make the payments?**

--

**10. Have you ever defaulted or non-appropriated on a lease or bond obligation?**

--

General Liability Insurance Coverage limits in the amount of \$1 Million is required. If applicable, automobile liability coverage of \$3 million required.

Self Insured?	General Liability Coverage Limits: \$	Is the lessee a member of a managed risk pool? _____	If yes please provide the name and coverage amounts below.
---------------	---------------------------------------	------------------------------------------------------	------------------------------------------------------------

If the lessee has additional commercial insurance coverage please provide coverage limits.

<b>Submitted by (Name):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Title:</b>	

Schedule 1

SECURED PARTY: Insight Public Sector, Inc.

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated \_\_\_\_\_, \_\_\_\_\_ to that certain Master Equipment Lease Agreement dated as of \_\_\_\_\_, \_\_\_\_\_, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Exhibit A

SAMPLE

## Notice of Acknowledgement of Assignment

The County of Fairfax, Virginia (the "Lessee") and Insight Public Sector, Inc. (the "Lessor") are parties to that certain Master Equipment Lease Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, 2017, the terms of which are incorporated in Master Equipment Lease Agreement Property Schedule No. \_ (together, the "Lease").

Lessor has assigned to Banc of America Leasing & Capital, LLC ("Bank") all of its rights but not its obligations under the Lease and all of Lessor's right, title, and interest in and to the Property covered thereby (the "Equipment"), including the right to collect all Lease payments due thereunder.

Accordingly, all payments under the Lease are to be made directly to Bank in accordance with the instructions contained in the invoices to be provided to you by Bank, or, if not specified in Bank invoices, at the following address:

Banc of America Leasing & Capital, LLC  
305 W. Big Beaver Rd., Ste. 400  
Troy, MI 48084

The assignment of the Lease to Bank in no way affects the Lessor's obligations, if any, under the Lease or any related maintenance agreement, and Lessor and not Bank shall continue to perform and remain responsible for Lessor's obligations under the Lease.

Please acknowledge Lessee's agreement to the terms of this Notice and Acknowledgment of Assignment by signing where provided for below, thus confirming (i) that the details contained herein are correct, (ii) that all the Equipment has been delivered to and accepted by the Lessee at the location(s) specified in the Lease, and (iii) that the Lessee's obligation to pay Bank the Lease payments and other sums under the Lease as outlined herein, without defense, offset or counterclaim, is absolute and unconditional, in accordance with the Lease's terms, notwithstanding the Lessee's inability to use the Equipment, any title defect, default by the Lessor under the Lease or maintenance agreement.

**Equipment Description:** The equipment is more fully described in Exhibit A incorporated herein by reference and attached hereto.

**Original Term of Lease:** \_\_\_ Months

**Number of Lease Payments to Become Due and Payable to Bank :** \_\_\_ Annual Payments

**Annual Lease Payment:** \$ \_\_\_\_\_ \*

\*Plus applicable sales/use tax

The undersigned Lessee and Lessor acknowledge and confirm the terms of this Notice and Acknowledgement of Assignment.

**County of Fairfax, Virginia**  
(Lessee)

**Insight Public Sector, Inc.**  
(Lessor)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_