

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 19, 2011 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Barnett followed by the pledge of allegiance to the flag led by Alderwoman Peace.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - M

MOTION made by Alderwoman Peace and **SECONDED** by Alderman Cashion to approve the Consent Agenda Items A-M. Item C will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

APPROVE SETTING A PUBLIC HEARING TO DETERMINE WHETHER THE PROPERTY LOCATED AT 111 PRIMROSE LANDING IS A MENACE TO THE PUBLIC HEALTH AND SAFETY AND SHOULD BE DEMOLISHED

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved setting a public hearing to determine whether the property located at 111 Primrose Landing is a menace to the public health and safety and should be demolished. The public hearing was set for 7:00 pm August 2, 2011 at the Municipal Courtroom located at 305 Monroe Street in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

APPROVE SETTING A PUBLIC HEARING TO DETERMINE WHETHER THE PROPERTY LOCATED AT 906 CHERRYSTONE CIRCLE IS A MENACE TO THE PUBLIC HEALTH AND SAFETY AND SHOULD BE DEMOLISHED

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved setting a public hearing to determine whether the property located at 906 Cherrystone Circle is a menace to the public health and safety and should be demolished. The public hearing was set for 7:00 pm August 2, 2011 at the Municipal Courtroom located at 305 Monroe Street in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE SELECTION OF LARRY SONES, ARCHITECT, TO PROVIDE PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF FIRE STATION NO. 2

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved the selection of Larry Sones, Architect, to provide professional services for the planning and design of Fire Station No. 2. **MOTION CARRIED UNANIMOUSLY**

APPROVE A REQUEST TO PURCHASE AN UPGRADE TO THE CURRENT FINANCIAL ACCOUNTING SOFTWARE FROM BLACKBAUD AS A SOLE SOURCE PROVIDER

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved the request to purchase an upgrade to the current financial accounting software from Blackbaud for \$24,225.00 as a sole source provider. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE ACCEPTANCE OF A MS HOMELAND SECURITY GRANT TOTALING \$54,000.00 FOR THE PURCHASE OF A THERMO SCIENTIFIC TRUDEFENDER UNKNOWN CHEMICAL AND EXPLOSIVE IDENTIFICATION SYSTEM

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Greer the board approved the acceptance of a MS Homeland Security Grant totaling \$54,000.00 for the purchase of a Thermo Scientific Trudefender Unknown Chemical and Explosive Identification System from Ahura Scientific as a sole source provider. **MOTION CARRIED UNANIMOUSLY**

APPROVE PUBLISHING A REQUEST FOR PROPOSAL FOR A NEW GARBAGE CONTRACT FOR THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved publishing a Request for Proposal for a new garbage contract for the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE SELECTION OF ABMB FOR ENGINEERING SERVICES RELATED TO THE ARROW DRIVE IMPROVEMENTS PROJECT

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Cashion the board approved the selection of ABMB for engineering services related to the Arrow Drive Improvements project. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE SELECTION OF ABMB FOR ENGINEERING SERVICES RELATED TO THE BIKE & PEDESTRIAN CROSSING & INTERSECTION IMPROVEMENTS PROJECT LOCATED AT CLINTON PARKWAY & FAIRMONT STREET

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board approved the selection of ABMB for engineering services related to the Bike & Pedestrian Crossing & Intersection Improvements project located at Clinton Parkway & Fairmont Street. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:15 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on August 2, 2011 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

Date

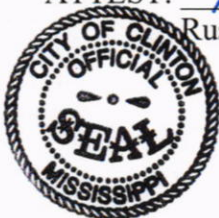
July 20, 2011

ATTEST: _____

Russell L. Wall
Russell L. Wall, City Clerk

Date

July 20, 2011



RESOLUTION FOR THE DEMOLITION OF PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 111 Primrose Landing, Clinton, Mississippi, and after full consideration of the matter, Alderman

Higaw
Offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the demolition and debris removal, of the property located at 111 Primrose Landing, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 111 Primrose Landing, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. August 2, 2011, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to have the property demolished and debris removed at 111 Primrose Landing.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 111 Primrose Landing, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances to have the property demolished and debris removed from 111 Primrose Landing, Clinton, MS 39056.

3. The Director of Community Development is hereby directed that upon completion of this demolition that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in demolition of the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman _____ and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Barnett voted: _____

Alderwoman Peace voted: _____

Alderman Morgan voted: _____

Alderman Cashion voted: _____

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the _____ day of _____ 2011.

CITY OF CLINTON

BY: _____
ROSEMARY G. AULTMAN, Mayor

ATTEST: _____
Russell L. Wall, City Clerk (SEAL)

RESOLUTION FOR THE DEMOLITION OF PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 906 Cherry Stone Circle, Clinton, Mississippi, and after full consideration of the matter, Alderman

Offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the demolition and debris removal, of the property located at 906 Cherry Stone Circle, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 111 Primrose Landing, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. August 2, 2011, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to have the property demolished and debris removed at 906 Cherry Stone Circle.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 906 Cherry Stone Circle, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statues and ordinances to have the property demolished and debris removed from 906 Cherry Stone Circle, Clinton, MS 39056.

3. The Director of Community Development is hereby directed that upon completion of this demolition that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in demolition of the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman _____ and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Barnett voted: _____

Alderdwoman Peace voted: _____

Alderman Morgan voted: _____

Alderman Cashion voted: _____

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the _____ day of _____ 2011.

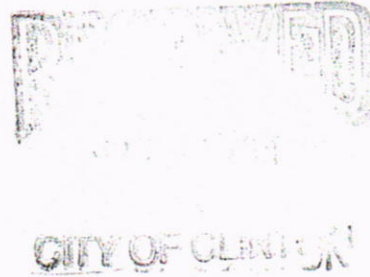
CITY OF CLINTON

BY: _____
ROSEMARY G. AULTMAN, Mayor

ATTEST: _____
Russell L. Wall, City Clerk (SEAL)



LarrySones/Architect
PROFESSIONAL ASSOCIATION



6.30.11

Honorable Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

Ref: Proposed Fire Station No. 2
Professional Services

Dear Mayor Aultman:

I am grateful for the opportunity to submit this proposal to provide professional services to the City of Clinton for the planning and design of Fire Station No. 2 at the site of the former Clinton Park Elementary School.

I appreciate and have enjoyed my past experience in working with the City of Clinton and look forward to this opportunity. A proposed agreement is included with this letter. If you have questions or comments, please call. I look forward to hearing from you.

Sincerely,
Larry Sones/Architect P.A.

A handwritten signature in black ink, appearing to read 'Larry P. Sones'.

Larry P. Sones

Enc (2)

**AGREEMENT BETWEEN
THE CITY OF CLINTON, MISSISSIPPI
AND LARRY SONES/ARCHITECT P.A.
FOR PROFESSIONAL SERVICES**

PROJECT

**FIRE STATION NUMBER TWO
FOR THE CITY OF CLINTON
CLINTON, MISSISSIPPI**

SCOPE OF WORK

**ALTERATIONS AND ADDITIONS TO
EXISTING FACILITIES
(THE FORMER CLINTON PARK ELEMENTARY SCHOOL)**

BASIC SERVICES

PHASE I SCHEMATIC DESIGN

A. The Architect shall develop and submit conceptual diagrams of alternative approaches for translating program requirements into conceptual design solutions. The diagrams shall include, but shall not be limited to, functional relationships within the program, consideration of relationship to the environment, consideration of land use, traffic, parking, utilities, systems and organization of major building functions.

B. The Architect shall prepare and submit visual studies related to the concepts required in which shall include, but shall not be limited to, massing studies in computer model and/or diagrammatic form, images of design concepts showing elevations and exterior appearances, and any other visual studies necessary for evaluation of the alternative concepts.

C. Upon approval by the of a design concept, the Architect shall prepare and submit schematic drawings of the approved concept. The schematic drawings shall include, but shall not be limited to, the following information:

1. the basic design approach drawn at an agreed upon scale;
2. sitting in relationship to the existing environment;
3. relationship to master plans;
4. circulation;
5. organization of building functions;
6. functional/aesthetic aspects of the design concepts under study;
7. graphic description of critical details;
8. visual and functional relationships; and
9. compatibility to the surrounding environment.

D. The Architect shall prepare and submit a description of the building systems and describe and give design criteria for the major elements of the following basic building systems including basic economic and energy use considerations:

- | | |
|-------------------------------------|------------------------|
| 1. Foundations | 8. Stairs |
| 2. Structure | 9. Elevators |
| 3. Floors on Grade | 10. Special Items |
| 4. Roof Systems | 11. Plumbing |
| 5. Exterior Walls | 12. HVAC |
| 6. Interior Walls
and Partitions | 13. Electrical |
| 7. Sight Lines | 14. Built-in Equipment |
| | 15. Site Construction |

E. The Architect shall prepare and submit an estimate of probable cost based on proposed square footage and/or volume unit costs.

F. The Architect shall show his progress to date, confirm the remainder of his schedule, and obtain the approval of the schematic design phase.

PHASE II DESIGN DEVELOPMENT

A. Based on the approved schematic design phase, The Architect shall developed and submit a fully developed design concept.

B. The Architect shall prepare and submit floor plans showing spaces by name and number, actual net area of each space, structural module, fixed equipment, mechanical spaces, chases, and circulation areas. Drawings shall show overall building dimensions and major lines of dimensions. The Architect shall also prepare and submit site plans which show topography, adjacent buildings, and utilities. Drawings shall include information to adequately explain HVAC, electrical, and structural systems. Information concerning furnishings, miscellaneous equipment, layouts, lists, and schedules necessary to explain the plans are to be indicated on floor plans. The Architect shall also prepare preliminary specifications following the CSI format and giving basic descriptions of essential building materials, finishes, components, and all systems. The level of detail on the plans and in the specifications shall be at a level of detail sufficient for the development of the preliminary quantity cost estimate required at completion of the design development phase.

C. The Architect shall prepare and submit the following: (a) building elevations; (b) building sections; (c) design details. Building elevations shall show fenestration, proposed exterior materials, and shall be developed using shades and shadows which will adequately show the proposed building exteriors. These drawings shall be developed to that point that will permit the Architect to proceed with the contract document phase when the design development phase is approved.

D. The Architect shall prepare and submit a construction cost analysis showing allocation of costs for various building systems. The basis for the cost estimate shall be a preliminary quantity survey which shall be required for all building systems.

COMPENSATION

The Architect shall perform the services described in Phase I through II for a fee of six and one-half percent (.065) of the estimated or actual construction cost. The fee shall be calculated as follows:

$$\text{Dollar Amount of Fee} = \text{Fee Percentage} \times \text{Construction Cost}$$

From these fees, the architect pays for the basic services of the structural engineer, mechanical engineer and electrical engineer. Any other professional consultants required and approved by the City of Clinton shall be additional services and shall be billed at the actual cost of the services provided.

The percentage fee for steps I thru V shall be distributed as follows:

PHASE I - SCHEMATIC DESIGN	15%
PHASE II - DESIGN DEVELOPMENT	20%

COMPENSATION (Continued)

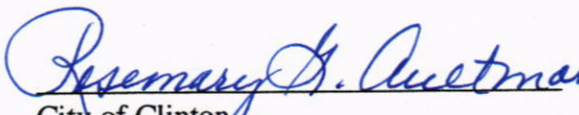
Partial payments of Phase I through Phase II shall be made monthly and, where applicable, shall be in proportion to services performed within each Step

CONCLUSION

If this proposal is acceptable to you, the appropriate signature in the space provided below will constitute a contract between us for this work. This agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the agreement through no fault of the party initiating the termination.

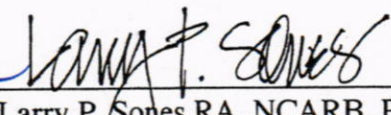
If accepted, please return a signed and dated copy to us for our files.

ACCEPTED


City of Clinton
Clinton, Mississippi

Date: 7/20/11

ACCEPTED


Larry P. Sones RA, NCARB, President
Larry Sones Architect P.A.

Date: 6/30/11

CITY OF CLINTON

DEPARTMENT OF FINANCE AND ADMINISTRATION

PO BOX 156 CLINTON, MS 39060

601-924-5474

July 12, 2011

Re: Accounting Software - Upgrade Recommendation

After reviewing available software packages, and considering several options, it is our recommendation that we proceed with upgrading the Software package with our current provider (Blackbaud) to their newer offering. The comparative estimated expense of alternative providers, the discounted pricing (offer), and the familiarity with our existing package (thus potentially less complicated conversion), each further enhance this as the most beneficial option for us to pursue.

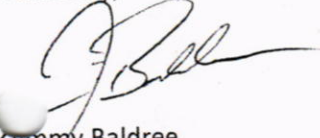
The following is a breakdown of Blackbaud's proposal (which is good through 7/22/2011), along with the modules (options) we feel are most needed by our department/organization, and Comparable Alternate Packages:

DESCRIPTION	BLACKBAUD LIST PRICE	BLACKBAUD PROPOSAL	ALTERNATE #1 TYLER TECH.	ALTERNATE #2 NEW WORLD SYS.
SOFTWARE PACKAGE	\$ 18,975.00	\$ -	\$ 34,210.00	\$ 86,400.00
CONSULTING & IMPLEMENTATION	18,200.00	15,470.00	57,369.00	63,400.00
TRAINING (12 Mo. "Everything" Option)	7,000.00	5,950.00	-	-
BASE PROPOSAL SUB-TOTAL	44,175.00	21,420.00	91,579.00	149,800.00
PROPOSED ADDITIONAL MODULES				
LASER FORMS MODULE	1,650.00	1,402.50	-	-
CASH MANAGEMENT MODULE	1,650.00	1,402.50	-	-
ADDITIONAL MODULES SUB-TOTAL	3,300.00	2,805.00	-	-
TOTALS	\$ 47,475.00	\$ 24,225.00	\$ 91,579.00	\$ 149,800.00
EQUIVALENT DISCOUNT % / ALT. COST DIFFERENCE		48.97%	\$ (67,354.00)	\$(125,575.00)

Upon acceptance of the Blackbaud Proposal, we will be required to submit a 10% deposit, which will come from the current year's budget. The remaining expenses will be invoiced and recognized in periodic intervals as the implementation progresses. Most of the expenses will be incurred during the 2011-2012 Fiscal Year, and will be covered in the annual budget for that year. Our goal is to have the conversion and implementation completed so that we can 'go live' with the new software package on January 1st, 2012.

Thanks for your time, assistance, and consideration.

Sincerely,



Jimmy Baldree
Deputy Clerk / City Accountant

Blackbaud.

2000 Daniel Island Drive
Charleston, SC 29492-7541
Phone: 800-443-9441 Fax: 843-216-6111

June 22, 2011

AGREEMENT TO PURCHASE

City of Clinton
P.O. Box 156
Clinton, MS 39060
Mr. Jimmy Baldry
(601) 924-5474

City of Clinton hereby agrees to purchase from Blackbaud, Inc. the following:

<u>SOFTWARE:</u>	<u>Price</u>
General Ledger 7 5-7 Users	\$5,500.00
Payroll 7 5-7 Users, with	<u>\$16,775.00</u>
Accounts Payable 7	
Accounts Payable: Purchase Orders	
Financial Edge: Accounting Forms	
Financial Edge: Cash Management	
FundWare to FE Software Upgrade	
General Ledger: Projects/Grants/Endowment	
PY: Electronic Funds Transfer	
Software - Discounts:	-\$19,470.00
Software - Subtotal	\$2,805.00
<u>SERVICES:</u>	
Financial Edge - Consulting Services	<u>\$18,200.00</u>
Services - Discounts:	-\$2,730.00
Services - Subtotal	\$15,470.00
<u>SUBSCRIPTIONS:</u>	
Learn: The Financial Edge Everything	<u>\$7,000.00</u>
Subscriptions - Discounts:	-\$1,050.00
Subscriptions - Subtotal	\$5,950.00
<u>MAINTENANCE:</u>	
Advantage	<u>\$4,900.50</u>
Maintenance - Subtotal	\$4,900.50
SUBTOTAL:	\$52,375.50
LESS DISCOUNTS:	<u>-\$23,250.00</u>
TOTAL COST:	<u>\$29,125.50</u>

Software

Invoices are issued immediately upon shipment of software, which typically occurs within 7 business days. All invoices for shipped software will reflect a minimum shipping and handling charge of \$15.00. Payment is due upon receipt of invoice.

All Blackbaud Software is licensed to you under the license agreement accompanying the Software shipment. You should review the license upon delivery and if you do not agree with the terms, return the software immediately.

Your Blackbaud software utilizes certain 3rd party software. Please note that the terms of these 3rd party license(s) may change from time to time through no fault of Blackbaud.

Services

The services to be provided are described in the accompanying Scope of Work and are governed by the Professional Services Agreement. In the event the terms of this Agreement to Purchase are inconsistent with the Professional Service Agreement, the terms of the Professional Service Agreement shall govern.

The Services listed above are described in the Scope of Work attached hereto, and by signing the Agreement to Purchase you accept the terms contained in the Scope of Work. The Scope of Work is part of your agreement with Blackbaud.

Training

Your Blackbaud Learn™ Everything subscription includes access to instructor-led (classroom and online) and self-paced training for everyone at your organization. Class schedules are subject to change without notice based on minimum attendance requirements. Blackbaud Training is provided to the full-time staff of your organization only. All available seats are distributed on a first come first serve basis. Cancellations or no-shows may be charged an administrative fee. This is a renewable subscription which is billed annually.

Maintenance

FundWare clients with an active FundWare maintenance agreement will also receive Blackbaud Advantage Maintenance support for the equivalent Financial Edge modules for the duration of their current maintenance period for no additional charge. Upon expiration of your existing FundWare maintenance agreement, Blackbaud's Advantage Maintenance rates will be applied.

If additional Financial Edge modules or other Blackbaud software is purchased that is not covered under the FundWare to Financial Edge migration offer, Blackbaud's Advantage Maintenance rates will apply at time of purchase.

All renewal fees are subject to adjustments based upon an inflationary index and defined at the time of renewal. Maintenance begins 7 days after shipment of software. A detailed listing of Blackbaud's Maintenance Benefits and Standard Terms and Conditions for Software Maintenance and Support can be found on our website at <http://maintenance.blackbaud.com>. A copy can be provided to you upon request.

General

Prices are valid until July 22, 2011.

Full payment of invoice(s) is due upon receipt. A 14 day grace period will be honored before any calls are made to ensure that you have received your purchase and/or your invoice and that payment process has been initiated by City of Clinton.

City of Clinton assumes all responsibility for travel costs, freight, taxes, duties and custom charges when applicable.

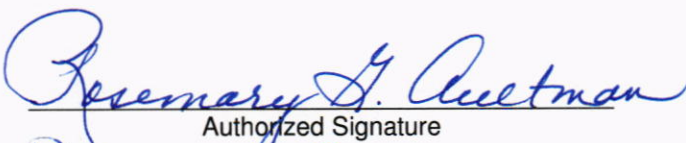
No returns are permitted more than 30 days after the date of invoice. All permitted returns are subject to a 25% cancellation fee.

Blackbaud is required to have a copy of the "State issued sales and use tax exemption certificate" for your organization on file in order to avoid charging sales tax on all or a portion of this purchase, depending on state law. If Blackbaud does not receive a copy of your exemption certificate by the time the invoice is generated, sales tax may be included.

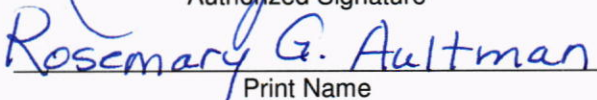
The individual signing below represents that he/she has the necessary authority to execute the Agreement on behalf of City of Clinton, and that his/her signature is sufficient to make this Agreement the binding and enforceable obligation of such party.

Blackbaud's Internet Solutions Acceptable Use Policy is available on our website at <http://internet.blackbaud.com/eua/aupolicy>.

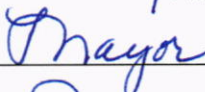
Client's storage and processing of credit cards and bank cards shall be subject to the then-current version of the Blackbaud Payment Services Addendum set forth at: <http://www.blackbaud.com/files/bbms/bbpstc.pdf>, which Client acknowledges it has reviewed and accepts.



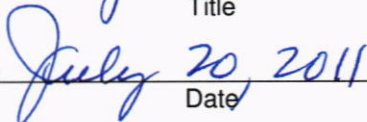
Authorized Signature



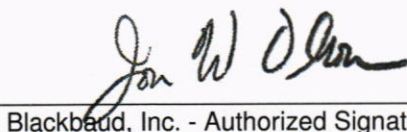
Print Name



Title



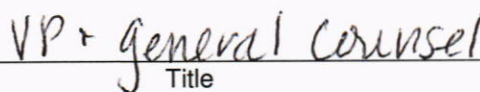
Date



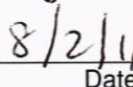
Blackbaud, Inc. - Authorized Signature



Print Name



Title



Date

ATPID: 483551

Professional Services Agreement

This master Professional Services Agreement ("Agreement") is made as of the Effective Date specified at the end of this agreement by and between **Blackbaud, Inc. ("Blackbaud")** a corporation having a principal place of business at 2000 Daniel Island Drive, Charleston SC 29492 and City of Clinton ("Client"), having a place of business at P.O. Box 156, Clinton, MS 39060, USA. Collectively Blackbaud and Client shall be known as the "**Parties**".

The Parties agree as follows:

1. Services Provided by Blackbaud. Blackbaud shall provide Client certain services ("**Services**") specified in a properly executed Scope of Work ("**SOW**") to be incorporated herein and made a part hereof. Each SOW shall incorporate the terms and provisions of this Agreement. To the extent an SOW provides additional and/or conflicting terms to this Agreement, the terms of the SOW shall prevail. All Blackbaud subcontractors under an SOW, if any, shall be bound to perform all obligations under this Agreement as if they were being performed by Blackbaud.

2. Client Duties. (a) Client shall perform such duties and tasks designated in an SOW to facilitate Blackbaud's performance of the Services outlined thereunder and provide Blackbaud with reasonable and necessary access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Blackbaud in order to facilitate Blackbaud's performance of the Services outlined in each SOW. (b) Client shall not contract for related services with any current or former Blackbaud employees or subcontractors for a period of six (6) months from the date agreement or employment relationship with Blackbaud terminated. Failure to comply with this provision may at Blackbaud's sole discretion result in (i) removal of all existing consultant resources from Client sites and/or (ii) the immediate termination of this Agreement and Blackbaud's obligation to provide any further Services.

3. Fees, Expenses, & Payment. For all Services performed under an SOW or other request for Services that references this Agreement, Client shall: (i) pay Blackbaud in accordance with each SOW or at the then current Blackbaud standard rates, whichever are applicable; (ii) reimburse Blackbaud for all reasonable and necessary travel and living expenses Blackbaud incurs performing such Services, provided such expenses are incurred in compliance with Blackbaud's travel and expense policy, and provided further that such expenses are incurred pursuant to an applicable SOW or other request for Services by Client; and (iii) pay Blackbaud upon receipt of each invoice. All payments pursuant to this Agreement are non-refundable. Unless Client provides Blackbaud with a valid tax exemption or direct pay certificate upon execution of this Agreement, Client is responsible for all taxes, duties, and customs fees which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on Blackbaud's income or payroll. Blackbaud reserves the right to invoice Client the lesser of twelve percent (12%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoice not paid within thirty (30) days after receipt. Blackbaud invoices shall describe the following: (i) the time period for which work and expenses are billed; (ii) the quantity of work performed; (iii) the hourly rates charged, if applicable; (iv) travel and living expenses by type and amount; and (v) totals.

4. Insurance. Blackbaud shall maintain statutory minimum Worker's Compensation and Employer's Liability Insurance as required by the laws of any state or country in which Services are performed.

5. Confidential Information.

5.1 Definition. The term "**Confidential Information**" shall mean: (i) any and all information which is disclosed by either party ("**Owner**") to the other ("**Recipient**") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

Treatment of Confidential Information. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

5.3 Confidentiality and Disclosure of Patient Information. Healthcare Clients Only: Blackbaud does not expect to have access to confidential individually identifiable health information ("IIHI"), as that term is used in the Health Insurance Portability and Accountability Act ("HIPAA") in connection with its fundraising database analytical services. Because Blackbaud does have many healthcare clients and may inadvertently receive IIHI, it is Blackbaud's policy that it will: (i) treat all donor information in compliance with all applicable federal and state laws; and (ii) implement and use any and all reasonable means and appropriate safeguards to prevent the use or disclosure of IIHI and will immediately notify Client of any unauthorized use or disclosure of IIHI.

5.4 Rights and Duties. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs.

5.5 Survivability. The terms of this Section 5 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict.

6. Indemnity.

6.1 Patent and Copyright Indemnity. Blackbaud shall indemnify and defend Client against any claims that the Work Product (defined below) delivered to Client pursuant to an SOW infringes any United States or Canadian patent or copyright, provided that Blackbaud is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim, provided the associated software license agreement between the Parties has not been terminated, Blackbaud shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Work Product; (ii) replace or modify the Work Product so that it becomes non-infringing while giving equivalent performance; or (iii) if Blackbaud cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Work Product and return only the Services fees paid by Client for such Work Product. Blackbaud shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client (ii) the alleged infringement is the result of a modification made by anyone other than Blackbaud; or (iii) Client uses the Work Product other than in accordance with this Agreement, any delivered documentation under an SOW, or the underlying software license to use such Work Product.

6.2 Indemnity. Each party ("**Indemnifying Party**") shall indemnify and hold the other party ("**Indemnified Party**") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

6.3 Survival. The terms of this Section 6 shall survive termination of this Agreement.

Warranties and Representations. Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. Blackbaud warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Blackbaud are advisory, no specific result is assured or guaranteed. BLACKBAUD EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER BLACKBAUD EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

8. **Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION PROVIDED IN SECTION 6, BLACKBAUD'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID BY CLIENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL BLACKBAUD BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

9. **Rights to Work Product.** Any expression or result of Blackbaud's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software (object code only), and other technical information (collectively "**Work Product**") created by Blackbaud in the course of performing the Services hereunder are the property of Blackbaud and are licensed to Client, without further license fees, pursuant to the Blackbaud software license(s) to which the consultation Services pertain, provided, however, to the extent such Work Product provided to Client by Blackbaud contains Client's Confidential Information, Client shall retain title to such Confidential Information. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.

10. **Maintenance of Development Work.** Standard maintenance and support services offered by Blackbaud do not cover any customized software or new development created under an SOW. If available, maintenance and support may be addressed under a separate services agreement.

11. **Independent Contractor Status.** Blackbaud performs this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and Blackbaud.

12. **Notice.** All notices or other communications referenced under this Agreement shall be made in writing and sent to the address designated above, designated in a specific SOW, or designated from time to time in writing by the Parties. All notices shall be deemed given to the other party if delivered *receipt confirmed* using one of the following methods: registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.

13.1 **Termination of Professional Service.** Unless otherwise agreed to, either party may terminate this Agreement or any SOW at any time by giving the other party written notice of termination. If this Agreement or an SOW is terminated by the Client, Client shall pay Blackbaud for all work performed and for all expenses incurred prior to the effective date of termination. Client shall also pay a termination fee equal to 25% of the total amount contracted for the professional service under the applicable SOW. If Client provides less than six (6) business days advance notice of an SOW termination for which professional services have been scheduled, the termination fee payable as set forth above shall be equal to 100% of the scheduled service as set forth in the SOW.

13.2 **Postponement of Professional Service.** No penalty will be assessed if Client postpones a scheduled professional service at least 20 business days or more before the start of the scheduled professional service. If Client postpones a scheduled professional service at least six (6) but less than twenty (20) business days before the start of the scheduled professional service, a penalty of 25% of the amount of the scheduled professional service may be assessed. If Client postpones a scheduled professional service less than six (6) business days before the start of the scheduled professional service, a penalty up to 100% of the scheduled service may be assessed.

14. **Waiver.** No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties.

15. **Force Majeure.** Except for Client's obligation to pay Blackbaud, neither party shall be liable for any failure to perform its obligations under this Agreement or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

Separate Agreements. All Services provided herein are acquired separately from any software licenses agreed to between the Parties. Specifically, Client may acquire software licenses without acquiring consulting services. Client understands and agrees that this Agreement and any SOW is a separate and independent contractual obligation from any schedule relating to software licenses. Client shall not withhold payments that are due and payable under this Agreement because of the status of any software licenses or schedules, nor shall Client withhold payments that are due and payable relating to software licenses or schedules because of the status of work performed hereunder. In addition, the ability to provide such services are not exclusive or specific to Blackbaud and are commercially available from a variety of third party service providers.

17. **Dispute Resolution.** Any disputes or claims under this Agreement or its breach shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Arbitration shall be in Charleston, S.C., and the laws of South Carolina shall be applied. Any decision in arbitration shall be final and binding upon the parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, Blackbaud may sue in any court for infringement of its proprietary or intellectual property rights.

18. **General.** This Agreement shall be governed by the laws of the State of South Carolina, excluding choice of law principles. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement and the SOW(s) constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each party. This Agreement may be executed by facsimile. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Exhibit shall add to or vary the terms of this Agreement or Exhibit. All such proposed variations, edits, or additions (whether submitted by Blackbaud or Client) to this Agreement or to an SOW, are objected to and deemed material unless otherwise mutually agreed to in writing.

19. **Special Terms and Conditions Pertaining to Data Research Services.** Client will be licensed to utilize its updated master file database, without restriction, once the Services are delivered by Blackbaud, with the understanding that the data provided is from proprietary sources and may be utilized for Client's internal purposes only. Client represents and warrants that (i) it has all rights and authority necessary to enter into and perform this Agreement; (ii) it owns all rights in and to data provided to Blackbaud for use in and in connection with the Services; (iii) Blackbaud's use of such materials in and in connection with the Services will not violate the rights of any third party.

The Parties hereby agree to all of the above terms and have executed this Agreement by a duly authorized officer or officer representative.

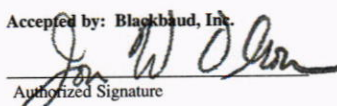
Effective Date: 06/22/2011

Accepted by: City of Clinton


Authorized Signature

ROSEMARY G. AULTMAN, MAYOR
Printed Name and Title

Accepted by: Blackbaud, Inc.


Authorized Signature

JON W. OLSON, VP & General Counsel
Printed Name and Title

ATPID: 483551
Version 042409



City of Clinton

Blackbaud Professional Services Scope of Work

June 22, 2011
ATPID: 483551

THIS MATERIAL IS STRICTLY CONFIDENTIAL.

The information contained in this document and any attachments thereto, is owned by Blackbaud and is strictly confidential. Unauthorized use, disclosure, or copying of such information is strictly prohibited. If the reader of this document is not the intended recipient, please notify Blackbaud immediately by calling (800) 443-9441 and destroy all copies of this document and any attachments.

1 PROJECT SCOPE

Blackbaud utilizes an implementation methodology named FOCuS, or Fast On-time Customer Success, to execute projects in the most efficient and effective manner possible. The FOCuS methodology is a solution-driven approach that breaks work into four manageable phases: Define and Plan, Design, Build and Test, and Deliver and Support. During each phase, Blackbaud and City of Clinton will collaborate on project tasks, create deliverables, and perform activities to ensure the success of the project. The FOCuS methodology has been customized to meet City of Clinton's needs based on this Scope of Work.

For more information about Blackbaud's FOCuS Methodology and the four phases, view a full description on the Blackbaud website at <http://www.blackbaud.com/bbms/methodology.aspx>.

1.1 Financial System Consulting Services

The goal of this project is to implement **The Financial Edge**, a centralized, standardized financial management system that will help improve internal controls, accurately report on complex information, and demonstrate accountability of funding sources, both public and private.

1.1.1 Phase I: Define and Plan

(Estimated Hours: 8 remote)

The Define and Plan phase begins the important processes of bringing various team members together, establishing how the team will communicate, and laying the groundwork for the project.

The consultant will complete the following specific tasks:

- Hold a kickoff call to discuss the project timeline and review the information transitioned from Sales
- Review the organization's mission, strategies, and information needs within the context of implementing **The Financial Edge**
- Distribute a pre-consultation survey to gather valuable information for the implementation.
- Confirm the agenda for on-site work.
- Develop a project plan defining key roles, responsibilities, tasks, and deadlines that will guide the organization through the implementation process.
- Provide status reports at each phase in the project to identify items open and accomplished, as well as the remaining timeline for the project
- Establish a testing plan to validate configuration and system processes, if applicable.

1.1.2 Phase II: Design

(Estimated Hours: 8 remote or onsite)

During the Design phase, the project team will discuss the high-level business requirements defined in the previous phase and City of Clinton's standard business processes. Key users at City of Clinton must have a baseline knowledge of the software before beginning the Design phase.

The consultant will complete the following specific tasks:

- Design consultation with the project team and end users of the financial system to include:

- Review current reports, processes, and structure and work with City of Clinton to determine the best account and project structure to ensure a successful implementation of **The Financial Edge**
 - Discuss General Ledger chart of accounts design including projects, grants, and endowments module
 - Discuss General Ledger fund structure
 - Discuss General Ledger closing methods
 - Discuss how the chart of accounts impacts payroll distributions

To ensure knowledge transfer, all workflows, policies and procedures discussed during this project phase will be documented by the City of Clinton's management and staff for future use.

1.1.3 Phase III: Build and Test

(Estimated Hours: up to 50 onsite)

The purpose of the Build and Test Phase is to configure **The Financial Edge** system to meet the operational needs of the City of Clinton. Planning for deployment and go-live processes will begin during this phase.

The consultant will assist City of Clinton in completing the following specific tasks:

General Ledger including the Projects, Grants and Endowments module

- Configure the General Ledger system to meet City of Clinton's business needs, including the setup of:
 - Business Rules
 - Projects
 - Grants
 - Transaction Codes
 - Fiscal Years
 - Fund Structure
 - Closing Methods
 - Balancing Requirements
 - Tables
 - Renaming Fields (up to 5)
 - Account Categories
 - Account Segments
 - Invalid Segment Combinations (up to 5)
 - Distribution tables
 - Attributes (up to 5)
- Provide import templates and assist with importing account codes based on the decisions made in the design phase
- Provide import templates and assist with importing project records determined from the design phase
- Create multiple accounts within Account Records based on decisions made in the design phase or provide an import template and assist with importing the chart of accounts
- Provide import templates and assist with mapping and importing beginning balances
- Provide import templates and assist with mapping and importing monthly net change journal entries for the previous fiscal year
 - **Note:** City of Clinton is responsible for extracting information to populate templates and ensuring the accuracy of information prior to importing with the Blackbaud Consultant.
- Assist in building the necessary Visual Chart Organizers for reporting (up to 2)
- Set up security profiles including view only licenses (up to 5 each)
- Discuss setting up recurring journal entries or the import process for third party software transactions,

- provide import templates, and assist with setting up one import parameter file and one recurring journal entry, if applicable
- Set up the following general ledger reports and queries: (up to 2 each)
 - General Ledger Detail Report
 - Trial Balance
 - Balance Sheet
 - Income Statement
 - Project reports
 - Dashboards
 - Queries

Accounts Payable

- Discuss current accounts payable process and provide recommendations for tracking within **The Financial Edge**
- Set up configuration based on the needs of City of Clinton, including:
 - General Information
 - Business rules
 - Tables
 - Renaming Fields (up to 5)
 - Interfund Sets (up to 2)
 - Aging Information
 - Terms (up to 5)
 - Attributes (up to 5)
 - Default Distributions
 - Default Accounts
 - General Ledger Posting Information
- Setup of appropriate bank account information including: (up to 2)
 - Bank Information
 - Payment Information
- Assist with one test of check stock to confirm check processing
- Provide an import template and assist with importing the following:
 - Vendor biographical information including attributes
 - Open Invoices, if applicable
 - 1099 Balances, if applicable

Note: City of Clinton is responsible for extracting information to populate templates and ensuring the accuracy of information prior to importing with the Blackbaud Consultant.

- Set up Accounts Payable reports including:
 - Vendor Listing
 - 1099 Activity Report
 - Aged Accounts Payable Report
 - Check Register
 - Open Invoice Report
- Set up Accounts Payable queries required by City of Clinton (up to 4)

Purchase Orders

- Discuss the desired process for purchasing and provide recommendations for tracking within **The Financial Edge**
- Set up configuration based on the needs of City of Clinton, including:

- Business Rules
- Products
- Product Categories
- Miscellaneous Line Items
- Review purchase order processing and use of encumbrance entries
- Demonstrate entering new products (up to 5)
- Discuss the link between purchase orders and Fixed Assets, if applicable
- Assist with setting up one purchase order template
- Set up the encumbrance report

Cash Management

*City of Clinton is responsible for populating the mapping document and ensuring the accuracy of the information provided to the Blackbaud consultant.**

- Discuss current reconciliation process and provide recommendations for tracking within **The Financial Edge**
- Set up cash management for use with applicable bank accounts (up to 2 bank records)
- Define proper general ledger integration with the cash management system, including all facets of integration with The General Ledger
- Set up the bank accounts module, including:
 - Bank accounts tab
 - Payments tab
 - Adjustments tab
 - Interfund sets tab
- Assist with the mapping document that links the legacy system account information with the new Financial Edge account structure for the Accounts Payable conversion of historical transactions*
- Demonstrate clearing checks electronically and complete the initial bank reconciliation with Cash Management for one bank

1.1.4 Phase IV: Deliver and Support

(Estimated Hours: 4 remote)

During the Deliver and Support phase, the system will be ready for final configuration, and City of Clinton can establish processes for its use. This phase also includes the activities required to formally close a project.

The consultant will complete the following specific remote tasks for project wrap-up and closure:

- Provide recommendations on transitioning to **The Financial Edge** from the current accounting system
- Discuss Blackbaud Customer Support and demonstrate the ways to access information through Help Files, Knowledgebase, Case Central, and User Guides
- Hold a project wrap-up conference call with project team members to review the tasks accomplished
- Create an engagement summary document that contains the following information:
 - A list of accomplished tasks
 - Recommendations for use of your new system
 - Recommendations for future enhancements and growth opportunities
 - A description of the roles and tasks of a **The Financial Edge** database administrator

1.1.1 Deliverables

Deliverables are documents that Blackbaud or City of Clinton creates during the project.

Deliverable	Completed By	Phase
Agenda	Blackbaud consultant	Define and Plan
Pre-consultation survey	Blackbaud consultant	Define and Plan
Completed pre-consultation survey	City of Clinton	Define and Plan
Sample reports and mailings	City of Clinton	Define and Plan
Engagement summary	Blackbaud consultant	Deliver and Support
Customer satisfaction survey	Blackbaud communications	Deliver and Support
Completed customer satisfaction survey	City of Clinton	Deliver and Support

2 FEES AND BILLING

2.1 Estimated Budget

The fees and billing for the Scope of Work described in this document are described in the following table:

Consulting Services Estimated Budget				
Service Description	Hours	Rate	Fee	Billing Terms
Financial System Consulting Services	54	\$225	\$12,150	T&M-10%
Payroll Consulting Services	26	\$225	\$5,850	T&M-10%
Documentation Specialist	2	\$100	\$200	T&M-10%
Discount:			-\$2,730.00	
Total Fees:			\$15,470.00	

2.2 Billing Terms

The billing terms referenced in the billing terms column of the Consulting Services Estimated Budget table are described in the following paragraphs.

T&M-10%	The professional services described here are provided on a time-and-materials (T&M) basis only. The estimate(s) cited above represents an estimate only and does not reflect any binding obligation for Blackbaud to complete those services within the estimated time or cost. Any required changes to the estimates will be processed with approval as defined in the Change Order section of this agreement. Upon signing and returning the Agreement to Purchase, City of Clinton shall be invoiced for ten percent (10%) of the total estimated consulting services cost. Blackbaud shall then invoice City of Clinton for services rendered in excess of the initial ten percent (10%) payment based on the number of hours expended by Blackbaud.
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In addition to the aforementioned, please refer to Section 3 of the Professional Services Agreement entitled "Fees, Expenses and Payment".

3 APPENDIX: OPERATING GUIDELINES AND GENERAL ASSUMPTIONS

3.1 Change Orders

Blackbaud will not perform services identified by either party as outside this Scope of Work without the following procedure:

- o The Blackbaud Consultant will provide a Change Order documenting the scope change; additional resources required; changes to the work plan, including due dates, if applicable; and additional estimated time and fees, if applicable.
- o Blackbaud will perform the additional services after receiving formal authorization. Formal authorization constitutes City of Clinton Project Manager's written acceptance of, and agreement to pay Blackbaud for, any additional services requested and set forth in the Change Order.

Both City of Clinton and Blackbaud must properly execute the Change Order before any resources will be requested or assigned to the task(s) or any services will be performed.

Any properly executed Change Order is subject to the terms of the Professional Services Agreement and this Scope of Work.

3.2 Deliverable Acceptance

Deliverables will be considered accepted by City of Clinton unless Blackbaud receives written notification from City of Clinton of errors within ten (10) business days of receipt. If Blackbaud receives written notification of errors within ten (10) business days after receipt of the deliverable, Blackbaud will address reported errors in a revised deliverable. City of Clinton will then have an additional ten (10) business days to report that all errors have been resolved by the revised deliverable.

If Blackbaud does not receive written notification of unresolved errors, the deliverable will be considered accepted by City of Clinton.

3.3 Expiration of Scope of Work

If, (i) within one year of execution of the Scope of Work, City of Clinton has not scheduled any work to be performed, or (ii) if City of Clinton has scheduled work to be performed, but due to unavailability of City of Clinton such work has not commenced within six (6) months of being scheduled, the Scope of Work will be deemed to be terminated by City of Clinton and any fees paid by City of Clinton in connection with this Scope of Work shall be retained by Blackbaud and applied toward a cancellation fee.

3.4 Standard Cancellation Policy

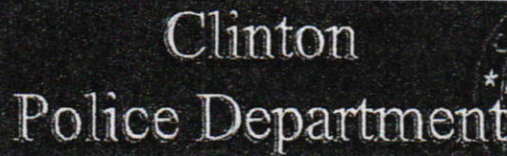
Cancellations or postponements of a scheduled professional service, other than those associated with **Blackbaud NetCommunity Grow**, **Blackbaud NetCommunity Spark** or Internet Services included in **The Raiser's Edge(i)**, may be made with no penalty if cancelled or postponed 20 or more business days before the start of the service. Cancellations or postponements of less than 20 business days follow the policy below:

Cancelled/ Postponed	Percent of Scheduled Service Assessed
6-19 business days prior	25%
0-5 business days prior	100%

3.5 General Assumptions

Blackbaud assumes the following when performing the professional services described in this document:

1. If professional services are performed on-site, the Blackbaud representative will perform work during the days of Monday through Friday.
2. If services are being performed remotely, Blackbaud assumes client will have Internet connectivity from database server and workstations. Blackbaud further assumes that consultant performing work will be granted full security access to database server and workstations as necessary to complete this Scope of Work.
3. City of Clinton will ensure that the specialized expertise for the hardware platform, third-party database and network administration is available on an as-needed basis to support installation and on-going activities throughout the engagement.
4. Unless Blackbaud Application Hosting Services are included in the project, system, server and workstation backups are the responsibility of City of Clinton. This includes the development and implementation of the system backups and recovery programs. City of Clinton understands the detailed System Recommendations for the software application and database.
5. If applicable, City of Clinton understands the detailed Blackbaud Application Hosting Services system requirements for the software application and database.
6. All written materials provided with this engagement supplement, but do not replace, the Blackbaud software documentation and are subject to the terms and conditions of the Professional Services Agreement and the Software License Agreement. Customer should consult the standard online user documentation for information regarding product processes, features, functions and requirements.



PURCHASE REQUISITION

CLINTON POLICE DEPARTMENT

DATE: July 5th, 2011

DELIVER TO: Sergeant Todd Peterson

PURCHASE ORDER#: _____

(Print Requester's name)

VENDOR NAME: Ahura Scientific Inc

VENDOR ADDRESS: 46 Jonspin Road

Street Address

Wilmington, MA, 01887

City _____ State _____ Zip Code _____

979-777-2874 , 978-642-1133

Phone Number	Fax Number
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<u>ITEM</u>	<u>DESCRIPTION OF ITEM</u>	<u>QTY.</u>	<u>EST. Unit Price</u>	<u>Total Price</u>
1		1	\$54,000.00	\$54,000.00
	Shipping			
	Total \$ Amount this Request			\$54,000.00

Signature of requesting Officer: _____

Additional Notes: Thermo Scientific Chemical & Explosive Identification System

Equipment and Vendor are both listed on the GSA IT-70 Contract for Government purchase, Vendor is a Sole Source Vendor.

Equipment is 100% reimbursed through FY2009 Homeland Security Grant Funds.

Acct. # 001-105-540



Please Return all original signed documents
to **Lt. Glenn Sikes** so that they may be
forwarded back to the Department of Public
Safety Grant Coordinator, Penny Corn.



HALEY R. BARBOUR
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

STEPHEN B. SIMPSON
COMMISSIONER

June 27, 2011;

Todd Peterson, Sergeant
Clinton Police Department
305 Monroe Street
Clinton, MS 39056

Dear Sgt. Peterson:

Enclosed you will find a Grant Award Letter and the Grant Recipient Agreement for the purchase of an FTIR chemical Identification System. Please have the Grant Award Letter and the Grant Recipient Agreement signed and returned to the Mississippi Office of Homeland Security (MOHS) by July 31, 2011. All grant funds must be spent and request for reimbursement must be received in the Mississippi Office of Homeland Security no later than August 30, 2011. Any request received after this date will be returned to you.

Also, remember that the MOHS offers the option to request advance payment of the grant funds if your agency should need the financial assistance in this matter.

Please do not hesitate to contact me if you should have any question's concerning this grant award. You may reach me at 601-346-1500.

Regards,


Penny N. Corn, Grants Director
Mississippi Office of Homeland Security



HALEY R. BARBOUR
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: June 22, 2011 GRANT NO: 08HS147

SUB-GRANTEE: CITY OF CLINTON Bomb Squad
(FTIR CHEMICAL IDENTIFICATION SYSTEM)

PROGRAM NAME: Fiscal Year 08 ODP Homeland Security Grant Program

GRANT PERIOD: 09/01/2008 to 08/30/2011

AWARD AMOUNT: \$54,000.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

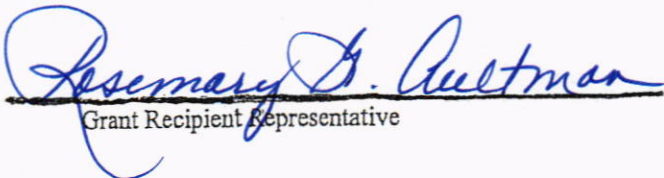
Acceptance for the Sub-Grantee:

Rosemary G. Auestman
Sub-Grantee
7/20/2011 Date

J.W. Ledbetter
J.W. Ledbetter
Director
Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

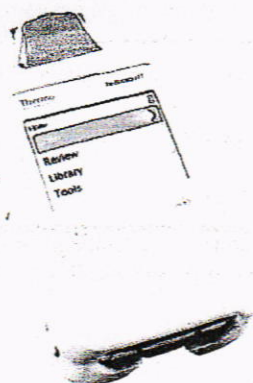

Grant Recipient Representative

7/20/2011
Date

Identification is a critical challenge in the evaluation and mitigation of potential chemical threats. With the Thermo Scientific TruDefender FT analyzer, hazmat teams, law enforcement, military and other first responders can obtain reliable chemical identification in seconds, including complex mixtures.

Thermo Scientific TruDefender FT

Handheld FTIR for Unknown Chemical and Explosives Identification



The Thermo Scientific TruDefender FT analyzer is a rugged, handheld FTIR system for rapid, in-the-field identification of unknown chemicals including explosives, narcotics, toxic industrial chemicals, precursors and more. The instrument brings the power of FTIR directly into the hazard zone, enabling the responder to analyze—and act—faster than ever before.

Weighing less than three pounds (1.4kg), the TruDefender® FT device was built to meet the needs of first responders. It is ergonomically designed for easy use in Level A gear and rugged enough to withstand the rigors of field use.

Key Benefits:

- **Fast, accurate identification.** Returns results in seconds. Onboard hazard database provides full safety and treatment information, further speeding appropriate response.
- **Easy to use.** Intuitive, menu-driven interface is consistent across instruments for fast training and proficiency.
- **Built for field use.** Certified to MIL-STD 810F for ruggedness including drop, shock, vibration and operation in extreme temperatures.
- **Automatic mixture analysis.** Enhances substance identification capability and eliminates the need for subtraction of spectra.
- **Easy maintenance.** Self-contained and requires no scheduled maintenance, calibration, warm up time or mirror alignment, and uses no consumables.

June 02, 2011

Jim Brinson
WMD Hazmat Response Coordinator
Mississippi Homeland Security
1230 Raymond Rd
Ste 1300
Jackson, MS 39204-4534
USA

Dear Jim,

Thermo Fisher Scientific, through its wholly owned subsidiary Ahura Scientific, Inc., is pleased to provide you with a quotation for the following products and services.

This quotation includes information for the Thermo Scientific TruDefender FTi handheld Fourier Transform Infra-Red (FTIR) Spectrometer. TruDefender® FTi is a rugged, handheld FTIR system for rapid, field-based identification of unknown solid and liquid chemicals. The innovative use-mode, ground-breaking design, ease of use, and advanced mixture analysis make TruDefender FTi an essential tool for first responders, enabling users to analyze – and act – faster than ever before. The TruDefender FTi builds on the strength of the TruDefender FT and adds a new tool to help minimize communication challenges during an incident response. Using embedded mobile phone technology, first responders are able to send an e-mail or SMS text to their incident commander or the Thermo Scientific reachback team, without leaving the hot zone. The ability to send comprehensive results, including chemical name, CAS number and spectra, eliminates transcription errors and ensures that an incident commander has the required information to respond appropriately to a threat.

Unlike other instruments available today, TruDefender FTi's revolutionary press-and-shoot™ use mode and rugged design enable first responders to take the power of FTIR directly to an unknown substance in the hotzone.

TruDefender FTi includes our proprietary software, which reduces the need for scientific field support by providing clear, definitive results that don't require user interpretation or judgment. The company's industry-first automatic mixture analysis enables TruDefender FTi to automatically and reliably resolve mixtures of multiple components, eliminating the need for manual spectra manipulation. The intuitive user interface allows even novice users to be proficient with minimal training.

Weighing less than three pounds (1.4 kg), TruDefender FTi is ergonomically designed for handheld use in Level A gear. It is a self-contained unit that requires no scheduled maintenance or calibration, and uses no consumables. A fully charged unit will run for greater than four hours. The unit is supplied with a rugged carrying case, one additional rechargeable battery, a box of 12 SureFire™ disposable batteries and the appropriate accessories to charge and operate the unit. TruDefender FTi comes with on-site training, 24/7 technical support and a Warranty/Support package which includes library and software updates as well as access to the instrument's wireless capability.

Sales Quotation

Ahura Scientific, Inc.

Quote No.	Create Date	Exp. Delivery Terms	Page
O6UJ9A000235-1	6/2/2011	90 Days ARO	3 of 6
Contact Info	Phone Number	Payment Terms	Valid To
Scott Fitzpatrick	(979) 777-2874		9/1/2011

46 Jonspin Road
Wilmington, MA 01887

Submitted to:

Jim Brinson
WMD Hazmat Response Coordinator
Mississippi Homeland Security
1230 Raymond Rd
Ste 1300
Jackson, MS 39204-4534
USA

Tel: (601) 346-1499

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC
INSTRUMENTATION

To Place an order:
Contact: Scott Fitzpatrick
Call: (979) 777-2874
Fax: (978) 642-1133
eMail: sfitzpatrick@ahurascientific.com
Additional instructions, terms & conditions on last page

Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887

Part Number	Product Name	Unit Price	Qty.	Extended Price
800-00463-01	TruDefender FTi S3 <i>TruDefender FTi - Rugged handheld FTIR chemical identification system with cellular based SMS, e-mail and reachback messaging. Including 3 year Warranty, 3 year Support, On-site Training (expires 9 months after purchase).</i>	\$56,500.00	1	\$56,500.00
Total:				\$56,500.00

Important Note: Please issue POs to Ahura Scientific.

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America: ABA#: 026 009 593

Shipping Terms:

Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887

"The technical information contained within these documents are subject to the Export Administration Regulations. Export of this technical information to foreign persons or foreign companies, within or outside the United States, may require prior written authorization by the U.S. Department of Commerce, Bureau of Industry and Security. Contact Ahura Scientific, Inc. prior to such a transfer."

Rev. 22

A part of: **ThermoFisher**
SCIENTIFIC

performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such indemnified items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed, or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any item, or (ii) export, re-export, distribute or supply any item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any item exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. **RESALE.** Subject to the terms and conditions herein, Buyer shall have the right to resell or transfer the Products to any third party (an "End User"), provided that (a) Buyer makes such sale pursuant to binding terms and conditions no less protective of Seller and the Product hereunder and Buyer makes no representation or warranty on behalf of Seller, (c) Buyer fairly and accurately represents the Product at all times only in accordance with the express statements in Seller's written documentation, and (d) Buyer ensures that Seller's user manual and all applicable warnings are delivered to each and every End User of the Product.

13. **U.S. GOVERNMENT.** The use, duplication, reproduction, release, modification, disclosure or transfer of software Products, or any related documentation of any kind (including, without limitation, technical data or manuals), is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The software Products are "commercial items" and commercial computer software and the related documentation is commercial computer software documentation. The use of the software Products and related documentation is further restricted in accordance with the terms of this Agreement and any software license included or provided with a particular software Product.

14. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information

Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887

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Rev. 22

**CONTRACT DOCUMENTS
AND SPECIFICATIONS
REQUEST FOR PROPOSALS (RFP)
CITY OF CLINTON, MISSISSIPPI
CONTRACT OF SOLID WASTE COLLECTION
AND CURBSIDE RESIDENTIAL RECYCLING**

ADVERTISEMENT
REQUEST FOR PROPOSALS ("RFP")
CITY OF CLINTON, MISSISSIPPI
CONTRACT WASTE HAULER SERVICES
FOR COLLECTION OF RESIDENTIAL SOLID WASTE AND
CURBSIDE RECYCLING

The Board of Aldermen of Clinton, Mississippi (the "City") is soliciting sealed written proposals, pursuant to MISS. CODE ANN. §31-7-13(r) (Supp. 2003) (the "Act") to furnish all labor, materials, work and services (cumulatively, the "Contract Waste Hauler Services" or the "Services") for the collection of Residential Waste and Curbside Recycling, within the current incorporated limits of the City or, as described in the specifications (the "Specifications").

Sealed proposals will be received by the City of Clinton, Mississippi, until 2:00 P.M., local time, _____, 2011, in the office of the City Clerk, for Contract Waste Hauler Services as specified in the contract documents, at which time they will be publicly opened and read aloud.

Specifications, proposal forms and City maps are on file and open to public inspection in the office of the City Clerk, Clinton MS 300 Jefferson Street 39056.

Proposals shall be typewritten or printed in ink and only on the forms provided. Proposals must be submitted in a sealed envelope. The person signing the proposal shall initial all corrections or erasures. Each entity or person submitting a proposal pursuant to this RFP shall be referred to as a "Proposer" or "Respondent". A proposal may not be modified, withdrawn or canceled by the Proposer for a period of ninety- (90) days following the date and time designated for receipt of proposals.

It is understood that the City reserves the right to reject any and all proposals, and to waive informalities in proposals, and to select the proposal or proposals that, in the opinion of the City shall be the most qualified proposal, on the basis of price, financial responsibility, technology, legal responsibilities and other relevant factors. The City reserves the right to award an overall contract based upon all proposals submitted. In accordance with the Act, after selection of the most qualified proposal or proposals, the City may negotiate and enter contracts; such contracts may not necessarily be limited to the terms of the proposals submitted. If the City deems none of the proposals to be qualified or otherwise acceptable, the request for proposal process may be reinitiated.

All information submitted in response to this Request for Proposals will be considered public information after all proposals are opened.

No telephonic, telegraphic or facsimile proposals will be accepted. Proposals received after the date and time listed for receipt will be returned unopened to the Proposer.

Proposals must be clearly identified as such on the front of the sealed envelope in which the proposal is submitted, and the words "Proposal for Contract Waste Hauler Services" should be clearly written on the front of the envelope. Responsibility for timely submittal lies solely with the Proposer. Proposals submitted after the designated date and time will not be opened or considered.

Should any Proposer find any discrepancies, or omissions from, the Specifications or in any other proposed contract documents, or should the Proposer be in doubt as to their meaning, the proposer should at once notify and obtain an interpretation or clarification from the Director of Public Works. Every request for an interpretation and/or clarification, whether relating to Specifications or requirements, shall be made in writing and addressed to the Director of Public Works. Written questions may be submitted by facsimile. The deadline for asking interpretations, clarifications or questions shall be _____ local time on _____, 2011. All responses to such will be given to the Proposers in writing no later than _____ P.M. local time on _____, 2011. Any interpretation or clarification given in accordance with such request and pursuant to this provision shall be made only by the Director of Public Works, with the advice of the Board of Aldermen and City Attorney, and shall be in writing, with copies forwarded to all parties requesting proposal specifications. No oral interpretation, instruction or information given by any employee or agent of the City shall be binding. The City reserves the right to officially modify or cancel this RFP after issuance. Such modifications shall be made only by written addendum furnished by the Director of Public Works, an acknowledgement of which must be submitted with the Respondent's proposal. The Director of Public Works may be contacted as follows:

Director of Public Works

300 Jefferson Street

Clinton MS, 39056

Before submitting any proposal, the Proposer should (a) inspect the area of the proposed work within the incorporated limits of the City for Services, and (b) arrive at a clear understanding of the conditions under which the Services are to be provided. The estimated quantities listed herein are solely for the purposes of comparison and evaluation of proposals.

A Proposal/Bid Security in the form of certified or cashier's check or bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the City, in a sum of \$25,000.00 shall be required to be submitted with the proposal. The bonds required must be accompanied by a certificate of the surety certifying that the Agent who executed the bond was authorized to bind the surety company as of the date of the bond and qualified to do business in the State of Mississippi.

Respondents should submit one original proposal. The original must be clearly marked and must contain the original signatures on all proposal forms. All proposal forms must be submitted in a sealed envelope, addressed in conformance with the requirements previously described herein:

City Clerk

Clinton MS

300 Jefferson Street

Clinton, MS 39056

THIS, the ____ day of _____ 2011

By: _____

Whereas, the City of Clinton desirous of securing the services of a contractor to collect and dispose of Solid Waste generated by Residential and Light Commercial entities within the service area.

Definitions:

Approved containers-

A receptacle with a capacity of 30 gallons or less not to exceed 60 pounds. Constructed of plastic metal or fiberglass having handles adequate for lifting. Bags as defined herein or also approved containers.

Bags-

Plastic sack designed to store and enclose refuse. Total weight of bag should not exceed 40 pounds

Brown Goods-

Furniture including upholstered pieces and mattresses

Bulky Waste-

Stoves refrigerators and air conditioner units that have been de-energized of Freon. Water heaters, automobile parts, washing machines, furniture and other materials other than demolition debris, dead animals, hazardous waste or stable material with weights or volume greater than those of approved containers.

Construction and demolition debris

Waste resulting from construction, remodeling, repair, or demolition operations on buildings or structures.

Customers-

Residential units and Light commercial units located in the service area.

Dead animals-

Animals equal to or greater than 10 pounds

Garbage-

All putrescible waste including offal and carcasses of less than 10 pounds in weight except those slaughtered for human consumption. All approved solid waste by the State of Mississippi DEQ.

Hazardous Waste-

Any chemical compound mixture substance or article designated by the US EPA or the State of MS DEQ to be Hazardous as that term is defined by Federal or State laws or regulations.

Light Commercial Entity-

A business entity within the service area which generates 2 cubic yards or less of waste per week.

Medical Waste-

Any solid waste generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biological, but does not include any hazardous waste or those substances excluded from the definition of solid waste.

Refuse-

This term shall refer to non-putrescible waste generated at residential unit unless the context otherwise requires.

Residential Unit-

A dwelling within the service area as herein after defined ,occupied by a person or group of person. A residential unit shall be deemed occupied when water services are being supplied thereto. Each unit, apartment or condominium dwelling consisting of (4) or less units shall be treated as a residential unit.

Rubbish/Trash-

Waste wood products Christmas trees, wood products, wood chips, shavings sawdust, printed matter, pasteboard, rags, straw clothing, shoes and boots. Non-combustible waste pulp and other products as are used for packaging and wrapping crockery and glass. Ashes and Floor sweepings

Services-

Twice per week collection and disposal of all solid waste generated by residential and small commercail units. Once per week collection and disposal of curbside recycling. Once per week Yard debris. All materials should be placed in approved containers.

Service Area-

Incorporated limits of the CITY, including those areas in the paragraph of the contract entitled newly developed and annexed areas.

Solid Waste-

All solid waste and semi-solid garbage, refuse, and rubbish/trash but not including hazardous materials, other items excluded under exclusions of this contract, solid or dissolved materials in domestic sewer, industrial discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Act and source, special nuclear or by-product as defined by the Atomic Energy Act.

Special Waste-

Solid Waste that can require special handling and management such as tires, motor oil, lead acid batteries and medical waste.

White Goods-

Inoperative refrigerators, ranges, water heaters, freezers, and other large appliances and all household furniture.

Yard Debris-

Any and all yard waste resulting from yard maintenance and consisting of yard waste, wood products, tree trimmings, dead plants, dead trees or branches or similar materials having a length not longer than 5 feet or a diameter not greater than 8 inches and not weighing more than 60 pounds.

Recyclables-

Shall mean newspaper, aluminum, steel cans, tin cans, and plastic milk and drink containers. The contractor may elect to add new items to the list of materials. Likewise if in the reasonable business judgement of the Contractor and verified by the CITY negative recycling market conditions occur, the contractor may request that the CITY revise the mean of recyclables under this agreement and by eliminating affected material.

Services Scope of Work-

The services to be provided by the contractor shall be twice a week curbside collection of Solid waste generated by Residential Units located in the service area that is set out in Approved Containers or Bags. One time a week curbside collection of Recyclables and one time a week bulky waste. Service to the City shall include twice a week collection and disposal of Solid Waste generated by Light Commercial Entities within the service area that are identified by the City not to exceed 1 ½ cubic yards per week. The contractor shall provide curbside collection of Yard Debris once weekly on regular days designated by the contractor and approved by the Director of Public Works. Collection days for Residential Waste and Light Commercial shall be separated by 2 non- collection days. All residential waste must be in bags or approved containers within 5 feet of curb in front of residential unit or light commercial entity. All yard debris must be bags, containers or bundles not to exceed 2 cubic yards per collection. The contractor may not collect or dispose of any solid waste on Sunday unless approved by the Director of Public Works.

The contractor shall provide 18 gallon capacity recycling containers for all residential units. All containers provided under this agreement shall be the property of the Contractor. The contractor shall be responsible for providing replacement containers for those lost, stolen, or damaged; the contractor may charge the City for all replacement containers in excess of 10% of the total number of containers in the Agreement year. The cost to City shall not exceed the cost to contractor.

Newly Developed and Annexed Areas-

The contractor will within 30 days or less of notification by the CITY provide solid waste services of the same frequency and quality required by the contractor to the newly developed and annexed areas. As new homes are constructed and occupied in the CITY, the contractor shall after notification by the CITY provide Solid Waste services as required by the contract on the next scheduled day of collection.

Point of Contact-

All dealings, contacts, etc., between the Contractor and the CITY shall be directed by the contractor to the Mayor or the designee of the Mayor.

Hours of Operation-

Collection shall not begin prior to 7:00 AM each day and end at 7PM. The contractor may perform the services on all weekdays and Saturdays as mutually agreed upon. Exceptions to collection hours shall be affected only upon the mutual agreement of the CITY and contractor.

Holidays-

The contractor may elect to observe the following Holidays:

New Year's Day	Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Christmas Day		

The Contractor may decide to observe a holiday by suspending and delaying the pickup day. The contractor is responsible for the publicizing and expense of any changes in collection schedules due to Holiday observance.

Exclusions-

The contractor is not required to collect transport dispose of or otherwise handle Hazardous waste, body waste, vehicles, vehicle parts, special waste, construction debris, large equipment, and parts, dead animals, industrial waste, trees, rocks, concrete, earth, lumber, bricks, building materials, and animal offal and putrescible wastes.

Office-

The Contractor shall maintain an office and service facility through which can be reached without charge by telephone from 8 AM-5PM Monday through Friday.

Rate Adjustment-

(a) Adjustment of Collection Cost. On _____ 1, 2011, and on each _____ 1st thereafter, the Contractor may adjust the Collection Cost based upon any increase or decrease in the costs of living as provided below. The Collection Charge shall be adjusted annually by the net changes in the CPI issued most recent to the year of the request and the prior year's CPI. Adjustments to the Collection Cost will only be made in units of hundredths of a dollar; fractions of a cent will not be considered in making adjustments. Any adjustment to the Monthly Service Fee shall be limited to 100% of the change in CPI with a cap of 10% per year.

The product shall be the amount of increase or decrease for the new contract year. The recalculated price shall be effective as of the anniversary of the next period after the City receives written notice of the recalculation. A change may be made only once in any twelve-month period. The City may give notice of a decrease in the same manner as the Contractor may give notice of an increase. No mid-year adjustments will be made except to correct errors.

Additional Adjustments-

In addition to the price adjustments set forth above, the Contractor's compensation shall be increased or decreased to offset any increased or decreased costs associated with a change in haul distance if an alternative Transfer Station or Disposal Site is designated by the City pursuant to the terms of this Contract. In addition, in the event (i) the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection of contracted materials, or (ii) the cost of rendering the Services is increased or decreased due to changes in fuel, applicable state, local or federal law, the amount of such tax, fee, surcharge or increased or decreased cost may be offset by adjustment to the rates paid the Contractor pursuant to this Contractor subject to the approval of the City, such approval not to be unreasonably withheld. The Contractor shall present to the City appropriate documentation of such fuel, tax, surcharge or increased or decreased cost.

TITLE TO WASTE-

The Contractor shall acquire title to the Solid Waste when it is loaded into the Contractor's truck. Title to and liability for any Hazardous Waste or Unacceptable Waste shall remain with the generator generating the Unacceptable Waste.

LICENSES-

It shall be the Contractor's responsibility to secure all licenses and permits that may be required by federal and state laws or local ordinances for providing and completing the Services. The Contractor must show evidence that it is qualified and licensed to do business in the State of Mississippi.

INSURANCE-

Insurance coverage specified herein shall be the minimum requirements. These requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at its sole cost and expense, any additional types and limits of insurance coverage as the Contractor may, in its sole judgment, deem necessary or proper.

In all insurance policies, the City shall be named as an additional insured, at no cost to the City. The insurance will also contain cancellation provisions requiring that a minimum of thirty- (30) days prior written notice be given to the City before any cancellation. Standard form ACORD language stating that the insurer "will endeavor to give..." such notice is not acceptable. The ACORD certificate must require the insurer to give the City at least thirty- (30) days prior written notice prior to any cancellation or alteration. The Contractor must deliver certificates of insurance to the City prior to commencing any work under the Contract. The Contractor shall provide to the City annually updated certificates of insurance evidencing the coverages required by this Contract. All policies of insurance must be issued by companies satisfactory to the City and must be fully licensed to provide insurance in the State of Mississippi.

The Contractor shall secure and maintain throughout the term of the Contract the following coverages:

(a) Comprehensive Public Liability and Property Damage Insurance covering all of the Contractor's operation in connection with the performance of this Contract in amounts for comprehensive general liability including bodily injury and property damage with limits of not less \$1,000,000 per occurrence with an aggregate limit of \$3,000,000 for all damages arising during the policy year.

(b) Automobile public liability insurance in the amount of not less than \$3,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$1,500,000 for one accident for claims arising from the use of (i) the Contractor's own automobiles and trucks; (ii) hired automobiles and trucks; and (iii) automobiles and trucks owned by subcontractors.

(c) Employer's Liability Insurance in the amount of not less than \$1,000,000.

(d) Worker's compensation insurance for all employees in accordance with the laws of the State of Mississippi.

(e) Excess umbrella liability insurance in the amount of \$5,000,000 per occurrence.

FORCE MAJEURE-

From and after the date of this Agreement, the Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements, labor strike, lockout or injunction.

HOLD HARMLESS AGREEMENT-

The Contractor hereby indemnifies and agrees to hold the City, the RFP Agent, its agents, employees and elected officials, harmless from and against all claims, damages, losses and expenses, including attorneys' fees, to the extent such claims arise out of or result from any negligent action or inaction, or Contractor's willful misconduct in the performance of the Contract and the delivery of the Services.

WARRANTIES-

The Contractor warrants that all work herein contemplated will be performed and accomplished in accordance with the established and generally accepted standards for quality of workmanship and service of the type covered by the Contract Documents and in accordance with all applicable laws, rules and regulations of local, state and federal authorities or agencies.

SAFETY STANDARDS-

The Contractor will be solely and completely responsible for conditions of the equipment and vehicles and operation of same, including safety, health and welfare of all persons and protection of all property during performance of the Contract Work. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in safe and sanitary condition and good repair. The Contractor shall continuously maintain reasonable protection of all employees, vehicular and pedestrian traffic and the public in general from injury or damage, and shall take all reasonable precautions to protect public and private property from injury or loss. The Contractor shall make good any damage, injury or loss to private property and to the property of the city resulting from the willful or negligent acts of the Contractor in the conduct of the Contract or otherwise. The Contractor shall reasonably protect adjacent private and public property, as required bylaw, the Contract Documents, and good business practices. These requirements will apply continuously and not be limited to normal working hours. With respect to all work performed under this Contract, the Contractor shall:

1) Comply with provisions of Occupational Safety and Health Act (OSHA) and Americans With Disabilities Act (ADA).

2) Comply with applicable health and environmental codes and regulations and exercise reasonable precaution at all times for the prevention of accidents, spills or pollution and the protection of persons (including employees) and property.

TAXES, PERMITS, FEES, ETC-

All state, federal and local taxes due or payable during the life of this Contract on materials, services, equipment, supplies or labor used in the Contract shall be paid by the Contractor to the properly authorized person or persons to accept such payments. Permits and licenses necessary for the prosecution of the Contract Work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the Contract.

CONFIDENTIALITY-

Confidentiality of any proprietary material contained in proposals which may be disclosed during negotiations will be maintained, to the extent and manner provided by Mississippi Law, if so indicated by the Proposer to the City. The City will use all reasonable means to protect the propriety of any information submitted, subject to the provisions of the Mississippi Public Records Law.

SITUS-

Any contract executed following negotiations will be interpreted and enforced only under the laws of the State of Mississippi.

ORAL AGREEMENTS-

Oral agreements or conversations with any officer, agent, or employee of the City either before or after execution of this Contract shall not affect or modify any of the terms or obligations in any of the documents comprising said Contract.

NON-DISCRIMINATION-

In connection with the performance of Work under this Contract, the Contractor and all sub-contractors shall not discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising and selection for training, including apprenticeship.

LIENS-

The Contractor shall perform the Contract and pay for labor, services, materials, equipment and supplies used by Contractor at all times in such a manner to avoid the imposition, filing or accruing of any right to

file any lien on property belonging to the City or being serviced under the Contract. Any such lien or other imposition shall immediately be discharged and satisfied by the Contractor.

CHANGES IN THE WORK-

Collection from future contiguous annexed areas will be paid for at the Monthly Service Fees as set forth in the Proposal of the Agreement. If the Services are so changed as a result of the addition of annexed areas subsequent to execution of the Contract and if the application of the annual fee for the Proposal(s) Awarded shall work a hardship upon either party, there shall be an equitable adjustment of the Contract to be agreed upon by the City and the Contractor to prevent such hardship.

Termination-

Except otherwise provided herein, if either party breaches this agreement or defaults in the performance of any of the covenants or conditions contained herein for 15 days after breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party: (a) terminate this agreement as of any date which the said other party may select provided said is at least 30 days after the 15 days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party;;and/or (c) have recourse to any other right or remedy or loss suffered as a result of termination. In the event either party waives default by the other party, such waiver shall not be construed to be a continuing waiver of the same or any subsequent breach or default.

Notice-

A letter addressed and sent by certified United States Mail to either party at the business address shall be sufficient notice whenever required for any purpose in the contract.

City

Clinton City Clerk
300 Jefferson Street
Clinton, MS 39056

Contractor

METHOD OF EVALUATION.

The City Board of Aldermen, City Attorney along with other City employees, will evaluate all responsive proposals. A proposal is deemed responsive when it complies with all proposal submission requirements and the Proposer agrees to perform all services requested in the RFP. The City reserves the right to determine whether a proposal is responsive and to waive any technicalities or requirements contained therein. The City shall make all final decisions. The City will compare the proposals as finally negotiated on the basis of the prices listed on the Proposal Form, and will reserve the option to award a contract which will result in the lowest and best cost (or greatest benefit) to and provide the best and most comprehensive services to and be in the best interests of the City.

Criteria will be used to provide a uniform method of objectively evaluating each proposal, including the ability of the Proposer to furnish the Services required, which elements include, but are not limited to, the following:

- (a) Responsiveness to the RFP and these specifications
- (b) Cost of Services to the City.
- (c) Overall satisfaction of the functional specifications and requirements set forth in these Specifications
- (d) Experience of Proposer, personnel qualifications and experience, past performance and quality of service
- (e) Demonstrated ability to service local governments of similar size
- (g) Financial capabilities of Proposer
- (h) Ability to provide contingent or alternative Services
- (i) Availability of equipment and personnel to provide the Services.

The City may award a contract and authorize its execution resulting from this RFP. A contract form acceptable to the City will be tendered to the successful Proposer for its execution. No proposal shall be binding upon the City until the City has executed the contract, as finally negotiated.

CONTRACT NEGOTIATION.

The City reserves the right to negotiate a contract which, in the judgment of the City, would best serve the interests of the City, including the right to withdraw from negotiations, the right to limit negotiations to a single Proposer or to otherwise modify the Scope of Services or terms hereof without further notice. The terms and conditions contained herein shall become part of any subsequent contract that is awarded

LIQUIDATED DAMAGES.

The Board of Aldermen shall notify the Contractor for each violation of the Contract reported to the City. It shall be the duty of the Contractor to take proper action to promptly remedy the violation. Failure to remedy the violation within the specified time period shall constitute a breach of this Contract and for the purpose of computing damages, it is agreed that the City shall have the right to deduct from payments due the Contractor, the following amounts as liquidated damages:

- Failure to clean up spilled refuse: \$25.00 for each occurrence
- Failure to clean vehicles, containers, docks, yards, shops and other equipment as required pursuant to the terms of the Contract: \$50.00 for each occurrence
- Failure to collect Solid Waste within 24 hours after notification of missed collection: \$25.00 for each missed collection
- Failure to comply with Contract requirements to maintain vehicles in operable condition and acceptable appearance after inspection and notification: \$25.00 for each violation.

The City reserves the right to collect from the Contractor and/or its surety under the performance bond the actual damages incurred by the City as a result of a default in performance by the Contractor or an abandonment of the Contract by the Contractor.

BID SECURITY AND PERFORMANCE BONDS

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract and to indemnify and save the City harmless for any and all damages, either directly or indirectly, arising out of any failure to perform the same, within ten (10) days of a fully executed contract, the Contractor shall furnish and maintain a performance bond in an amount equal to the estimated annual fee for the Contract. The performance bond shall be on forms approved by the City and shall be renewed annually (with appropriate adjustment). A copy of the performance bond shall be provided to the City prior to the renewal date.

All Proposers are required to submit a Proposal/Bid Security made payable to the City in the amount of \$25,000.00 with the proposal. Such Proposal/Bid Bond may be in the form of a certified or cashier's check drawn on a national or Mississippi bank or in the form of a bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the City. Such Proposal/Bid Bond shall remain valid for a minimum of ninety- (90) days from the RFP Deadline. Such Proposal/Bid Security shall be forfeited if the Proposer fails to comply with any of the two Proposal Security requirements as follows:

1. Required to enter into a contract awarded to it by the City under this RFP or
2. Required to deliver a performance bond as required by the RFP.

All Proposal/Bid Bonds shall be returned to the Proposers after the City either has a fully executed contract with a selected Proposer or the City ends this RFP process.

All bonds required must be accompanied by a certificate of the surety certifying that the agent who executed the bond was authorized to bind the surety company as of the date of the bond and qualified to do business in the State of Mississippi.

Failure to furnish the above-described bonds shall constitute a breach hereof.

PROPOSAL FORM

Date _____, 2011

Proposal of

for the following Solid Waste Services:

- (1) Supplying labor and equipment for collection, transportation of solid waste to a state approved transfer or landfill as defined in the General Provisions and Contract Documents.
- (2) Supplying labor and equipment for collection, transportation and disposal of curbside recycling to a state approved facility.

The specifications and contract documents on which this Proposal is based are those contained in the bound contract documents of which this proposal is a part, specifically the Advertisement, Instructions to Proposers, General Provisions and Specifications, Proposal Form and documents submitted therewith, Contract Form and any addenda and required attachments thereto.

To: City Clerk
City of Clinton MS
300 Jefferson Street
Clinton, MS 39056

The following proposal is made on behalf of the undersigned bidder and no others. Evidence of my (our) authority to submit the proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. In accordance with the Contract Documents, this proposal is valid for a minimum period of at least ninety- (90) days.

I (We), the undersigned proposer(s), certify that I (we), have carefully examined the City map, specifications and special provisions, all contract documents and any and all addenda thereto.

I (We) further certify that I (we) have visited the City and contract areas and have completely informed myself (ourselves) of the type of housing, population, density, traffic congestion, collection procedures required, labor required, City ordinances, and all other factors, local and otherwise, would affect prosecution and completion of the work covered by this Proposal.

The following is my (our) proposal for the solid waste services listed above. I (we) understand that the Contract will be subject to liquidated damages according to the General Provisions and Specifications found herein.

In accordance with the requirements of these Contract Documents, I (we) propose to furnish all necessary equipment, labor, tools and other means and will do all work called for by the Contract Documents as follows:

PROPOSAL:

I. BASE PROPOSAL Residential Waste Collection – TWICE PER WEEK:

Collection Fee (Residential Waste Collection): \$_____/Unit/Month

II. BASE PROPOSAL Light Commercial Collection – TWICE PER WEEK Collection Fee:

\$_____/Unit/Month

III BASE PROPOSAL Curbside Recycling Collection- Collection Fee:

\$_____/Unit/Month

I (We) further propose to execute the Contractor Agreement as shown in these Contract Documents within ten (10) days after the work is awarded to me (us).

I (We) also propose to execute a performance bond in the amount set forth in the Contract Documents. This bond shall serve to guarantee adequate and satisfactory performance on my (our) part of the Services contemplated by the contract to be awarded.

I (We) with this Proposal enclose a Proposal Security in the amount of twenty-five thousand dollars (\$25,000.00) and hereby agree that in the case of my (our) failure to comply with the Proposal Security requirements listed in the Contract Documents, the full amount of Proposal Security shall be forfeited to The City of Clinton as liquidated damages arising out of my (our) failure to comply as required.

It is understood that this bid bond or certified check will be held for up to ninety- (90) days from the due date or until such time that a contract is awarded and fully executed. It is understood that in case I (we) are not awarded the work or execute a contract as proposed, the bid bond or certified check will be returned as stipulated in the Contract Documents.

I (We) acknowledge receipt of the following addenda:

Respectfully submitted,

Contractor _____

By: _____

Title: _____

CITY OF CLINTON, MISSISSIPPI

SOLID WASTE SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between _____, a _____ (hereinafter referred to as "Contractor") and The City of Clinton, Mississippi, a municipal corporation (hereinafter referred to as "City").

WITNESSETH

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Advertisement, Instructions to Proposers, General Provisions and Specifications, the Contractor's proposal, the maps and specifications for solid waste, including any and all general and special provisions, changes and addenda covering the work to be done, and the performance bond, Vehicle and Equipment Schedule and Schedule of Operations attached hereto, are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein. Capitalized terms herein shall have the same meaning as set forth in the General Provisions.
2. That the work to be done and services to be performed, as more specifically disclosed by the aforesaid contract documents, the immediate performance of which is covered by this Contract, is the regularly scheduled collection of Solid Waste and recycling from all Residential Units and small commercial within the geographical limits of the area delineated with the City limits and the removal, transportation, and delivery of the same to the _____.
3. The Contractor agrees to furnish all lands, buildings, labor, mechanics, tolls, tools, equipment and materials necessary for the adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the Board of Aldermen, and in accordance with the laws of the State of Mississippi, and the ordinances of the City. For these Services, the City agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligations hereunder, as well as all loss or damage, if any, arising out of the nature of the work, or the action of weather (except

as otherwise described in the Emergency Operations Procedures section of the Services), and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in this Contract, the annual payment of _____ Dollars (\$ _____), which shall be paid in monthly installments of _____ Dollars (\$ _____), subject to all other provisions of this Contract with reference to reductions, damages or penalties arising from the performance or failure to perform of the Contractor. Provided, however, that the foregoing does not constitute a waiver or release of any claims Contractor may have against the City for breach of the terms of this Contract or for damages resulting from the negligence or willful misconduct of the City, its employees, agents and subcontractors. The City shall pay the monthly charge, less any charges in the Liquidated Damages provisions of the General Provisions, to the Contractor on or before the last day of each month for the successful work completed and submitted for payment prior to the first day of that month. The amount paid for each portion of the Services is as outlined on Schedule 1 hereto.

4. The contract period shall commence _____ 20__ and end _____, _____ 20__, provided, however the City, with mutual consent from Contractor, extend the contract period for up to three (3) one (1) year terms ending _____, 20__. The contract price shall be reviewed in October of each contract year in accordance with the price adjustment escalator clause of the Contract Documents, and the contract price shall be established for the next contract year beginning on January 1st. The basis for adjustment in contract price shall be in accordance with the Contract Documents. The City shall notify the Contractor regarding the extension of the contract period no later than thirty- (30) days prior to the expiration of the then current contract period.

5. The Contractor agrees to comply with all applicable state, federal and local laws, rules and regulations, including but not limited to the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Occupational Safety and Health Act.

7. The Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights or obligations hereunder, to any person or entity without the prior written consent of the City.

8. Attached hereto and made a part of this Contract is a performance bond, executed by a surety company doing business in the State of Mississippi in the sum of _____ . The performance bond and any renewal thereof shall remain in force during the entire term of this Contract and any extension thereof.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this ____ day of _____, 2005.

CONTRACTOR:

By: _____

Title: _____

CITY:

CLINTON, MISSISSIPPI

By: _____

Attest: _____

EXHIBIT 2

Scope of Work

Project Termini: Beginning at approximately 500' north of the intersection of Clinton Parkway and Fairmont Street and extending to the intersection of US 80 and Clinton Parkway.

Scope of Work: ABMB Engineers (CONSULTANT) is responsible for the performance of tasks listed in this Exhibit on behalf of the City of Clinton (LPA). CONSULTANT will perform survey, design services and develop plans for the installation and construction of a traffic signal at the primary project intersection of Clinton Parkway and Fairmont Street. The associated communications interconnect to the adjacent intersection of US 80 and Clinton Parkway will be included. CONSULTANT will conduct all administrative tasks as required by the MDOT LPA Project Development Manual requirements in effect as of the date of execution of this contract, including the development, submission and revisions as necessary of MDOT permit applications.

The following line item tasks will be performed or provided by the CONSULTANT.

<u>Task No.</u>	<u>Task and Subtask Description</u>
1.0	Project Preparation and Activation Activities Scoping Meeting with City of Clinton & Develop Minutes Complete and submit LPA-100 Form Complete and submit LPA-700 Form Develop Letter to MDOT with Designated Individuals involved in Project. Develop & Submit Environmental Document (Categorical Exclusion) Topographic Survey and Processing of Data Capacity Analysis to Determine Signal Phasing Auto-Turn Analysis of Intersection Geometry Field Assessment of Site
2.0	Develop Field Review Plans Title Sheet Pay Item Sheets Plan Sheet (Traffic Signal Installation) Plan Sheet (Interconnection Plan) Plan and Profile Sheets Intersection Detail Sheet Special Design Sheets "Field Review" Cost Estimate Submittal Letter and Submittal of Field Review Plans Request Locate of Utilities for Field Review Meeting Attend Field Review Meeting Compile Meeting Minutes into Report Format Revise Field Review Plans as Necessary Submit "Revised Field Review Plans and Report of Meeting Minutes."
3.0	Develop Office Review Plans Summary of Quantity Sheets Estimated Quantity Sheets Standard Drawings Cross Sections "Office Review" Cost Estimate

Submittal Letter and Submittal of Office Review Plans
Attend Office Review Meeting
Compile Meeting Minutes into Report Format
Compile and Submit "Corrective Action" Memo
Prepare and Submit MDOT Encroachment Permit for the Signal Interconnect to US 80
Correct and Resubmit MDOT Encroachment Permit if Required
Compile and Submit ROW, Utility, Encroachment, Hazardous Waste and Asbestos Reports
Request Certifications of above reports from MDOT
Develop Contract Documents Book, Specifications and Special Provisions
Prepare Submittal Letter and Required Documentation for Submittal with PS&E Assy
Develop Advertisement for Bids and Submit to MDOT for Concurrence
Coordinate with Newspapers for advertisement runs and Proofs of Publication
Distribution of Proposal Books and Final Construction Plans

5.0 MDOT Authorization & Selection of Contractor

Coordinate and Perform Bid Opening
Tabulation of Bids Received
Prepare LPA Sampling & Testing Proposal
Complete Award Checklist
Develop LPA Bidding Statement
Develop Evaluation of Bids and Recommendation to Award Letter
Complete, Compile & Submit Required Documents for Request to Award Submittal to MDOT
Compile & Submit to MDOT Additional Information & 10 Copies of Executed Contract/Proposal
Prepare and Issue Notice to Proceed to Contractor
Prepare for & Conduct Preconstruction Meeting

PROGRESS SCHEDULE

(TIME SHOWN IN MONTH FROM NOTICE TO PROCEED)

Task	Task Description	NTP	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10
1.0	Project Preparation and Activation Activities											
2.0	Develop Field Review Plans											
3.0	Develop Office Review Plans											
4.0	PS&E Assembly											
5.0	MDOT Authorization & Selection of Contractor											

NOTE: All tasks listed in the Scope of Work require some degree of review and approval by various MDOT entities. Allowances for scheduling as described in the MDOT LPA Project Development Manual (PDM) have been considered and included in this progress schedule. However, the CONSULTANT cannot be held responsible for project delays that are a direct result of periods for MDOT review and approval activities which are in excess of the time frames described in the MDOT LPA PDM.

PROGRESS SCHEDULE

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at 143.91 % (FCCM: 3.08%) of direct salary cost. This rate shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1-A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was

established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be **\$ 2,533.56**, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$ 24,989.62** (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	FCCM	Sub-Consultant	Total
\$21,112.96	\$1,076.50	\$2,533.56	\$266.61	\$0	\$24,989.62

**** See Delineation of Cost Breakdown behind Exhibit 9.**