



RFP RESPONSE: TECHNICAL PROPOSAL

March 31, 2021

City of Belle Isle

1600 Nela Avenue
Belle Isle, FL 32809

AV System Replacement



March 31, 2021

Letter of Intent

Yolanda Quiceno
The City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809

Subject: Council Chambers AV Renovation

Dear Yolanda,

Thank you for considering Diversified as the design and implementation partner for your Council Chambers AV Renovation project.

Diversified believes that we are uniquely qualified as a partner for this project based on the following attributes:

- We have thoroughly reviewed the RFP document and ensured that we are meeting all requirements that have been outlined. This includes training, meeting support and project documentation.
- **The Diversified Orlando office is only 2.5 miles from the City of Belle Isle Council Chambers.** We believe our comprehensive service offerings as well as our proximity to the project site makes us very uniquely positioned to respond any support requests.
- This proposal **includes a 1 year Assurance agreement** that provides unlimited 24/7 phone support with 15 minute response, unlimited next business day support, product support and quarterly preventative maintenance visits. There will be no costs for service and support for a full year following system acceptance. We are confident that our comprehensive support options are unique to Diversified and similar support is not offered by other bidders.
- Diversified is committed to highly trained teams; resulting in our maintaining AVIXA APEX credentials and complimented by Project Management Institute (PMI) project management staffing.

Thank you for this opportunity and we look forward to our continued discussions about your project.

All the best,

Jimi Gonzalez, LEED AP ID+C, CTS
Regional Director
321.243.6503
9025 Boggy Creek Road, Suite 6
Orlando, FL 32824
JiGonzalez@diversifiedus.com



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PROPOSAL INTRODUCTION, BACKGROUND AND OBJECTIVES STATEMENT

Our system was designed to make sure the following project goals are achieved:

- Improved video display and recording capabilities
- Improved audio capabilities
- Improved reliability
- Install and implement designed audio, video and sound system solution into the existing City Council Chambers.

We understand the challenges the City of Belle Isle has been experiencing and we look forward to resolving these issues. Our proposed system is designed to be as hands-free as possible.

This proposal and the Scope of Work (page 15) outline the equipment and methods that we will use to achieve these goals. Our detailed Bill of Materials (page 13) includes the equipment and labor to successfully complete this project. We'd appreciate the opportunity to meet with the City of Belle Isle and present our solution in greater detail and answer any questions that you may have. We are confident in Diversified's ability to improve the audio/video experience in the City Council Chambers and look forward to working with you.

Service Response and Escalation

This proposal includes a 1 year Assurance Agreement from Diversified Global Services. More detail about our Assurance Agreement is provided on page 19. All support will be provided by Diversified's Global Services Team. Diversified operates 24/7 Global Operations Centers around the world. This will ensure that all calls or issues from the City of Belle Isle are logged and addressed immediately (within 15 minutes). Diversified will also provide cell phone numbers for the Global Services Management Team as well as cell phone numbers for our Orlando based leadership.

Project Schedule

Since we do not know when the contract will be awarded and the current availability of the City Council Chambers, we have outlined a basic weekly Project Schedule. Based on this schedule, project award will need to be no later than April 12th to meet the deadline of June 1st. Following award, your Project Manager will provide a detailed project schedule created in MS Project.

- Week 1 – Project Kick-Off, Engineering
- Week 2 – Provide Project Schedule, Complete Engineering, Procurement
- Week 3 – Receive equipment
- Week 4 – Receive equipment, system programming
- Week 5 – Rack Fabrication, equipment testing
- Week 6 – On-Site Installation, On-Site Commissioning
- Week 7 – Training, Final Acceptance, Service Turnover

Expected involvement from City Staff

Referencing the schedule above:

- Week 2 – Diversified will provide a Project Schedule for your approval
- Week 3 - Diversified will work with the City to finalize our on-site installation for Weeks 6 – 8. Diversified will schedule a pre-install site visit to review with our team.
- Week 4 - Diversified will provide a sample of the Crestron touch panel User Interface for the City's approval
- Weeks 6 & 7 – Diversified may need assistance from City staff for any questions that may occur on site. During this time, we may need to contact the City's IT consultant with any questions.



QUALIFICATIONS & EXPERIENCE

COMPANY HISTORY

Diversified was formed in 1993 as a full-service systems and media technology integration company, originally addressing the technical needs of the broadcast, audio-visual, IT and RF market segments. However, as the market needs continued to grow and evolve, so did Diversified's service offerings. Over the years, the company made a series of strategic investments and acquisitions that not only expanded their portfolio of expertise but also extended their geographic footprint to better serve a growing client base.

With the enhanced capabilities, Diversified emerged as an industry leading technology solutions provider delivering innovative digital media, collaborative, broadcasting, electronic security, and OTT solutions to a global clientele across a wide array of markets including financial, media & entertainment, enterprise, energy, higher education, technology, healthcare, hospitality, government, and more. As an engineering-centric organization, our specialized teams of technical experts partner with clients to design custom solutions that enhance their operations, increase productivity, and help drive ROI.

Today Diversified has 50+ offices serving Fortune 500 clients around the world and is widely recognized for thought leadership and strategic enterprise implementation. From initial design consultation to deployment to managed services, Diversified is a trusted technology partner.

ORGANIZATION

Diversified delivers services and solutions through focused, yet integrated, specialties. We understand unique industry challenges, business issues and emerging technology trends, which enable us to deliver solutions tailored to your needs.

FOUNDED 1993	EMPLOYEES 2,000+	REVENUE \$1B+	FINANCIAL STRENGTH Z-SCORE 3.19
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5 Network Operation Centers
300,000 Monitored Endpoints
350 Vehicles Serving Clients
30,000 Integrations/Year
94% Customer Satisfaction*
.63 Safety Experience Modification Rate

*Based on our internal client survey on integration and service.





INDUSTRY RECOGNITION

Diversified's distinctions and awards include recognition by the following organizations.



WORLDWIDE DEPLOYMENT

Diversified integrates and maintains technology solutions across the U.S. and around the globe. Many of our large, multi-national clients rely on us to deploy enterprise solutions throughout North America, South America, Europe, Southeast Asia and the Middle East. Diversified is a founding member of the PSNI Global Alliance, a vetted network of global technology partners and integrators providing additional service and support worldwide.



Diversified Technology Hubs

Diversified Legal Entities



OUR CLIENTS

We structure everything around our client's needs for both today and tomorrow. It's a partnership approach. In a competitive marketplace where other companies compete for our customers, we see customer satisfaction as a key differentiator, and it is a key element of our business strategy.

Our work is all about helping our clients reach their goals; giving them a suite of services that truly fulfills a dream scenario. This partnership approach means we build long-lasting relationships with our customers relationships based on respect, integrity, and performance.

The Trusted Choice for Media & Tech Solutions



OUR PEOPLE

Successful businesses are made up of talented, hardworking and motivated individuals. Diversified is no different and chooses its personnel from a wide range of sources. The work environment created by this varied group is one of creativity and innovation. We expect our employees to not only bring knowledge to our team, but we expect them to bring potential.

Diversified invests in education and career development and all our employees learn from one another. By respecting each other, sharing knowledge and experiences, all employees can aid in our collective goal customer satisfaction and superior service.



LEADING THE INDUSTRY

As an engineering-centric company, we make training and certification priorities to ensure our clients receive the best possible service and support.



IP FABRIC
FOR MEDIA



Gold
Microsoft Partner

Our PMP certification and project management practices ensure a thorough, consistent and fully documented approach across all projects. The optimum outcome is achieved through established processes, careful oversight and clear communication.

We also hold certifications from leading manufacturers. Following is a sample with a complete list available upon request.

Audio Visual	Crestron, Polycom, BiAmp, Barco, AMX, Extron, ClearOne, QSC, Planar
Broadcast	Evertz, Panasonic, Sony, Quantum Storage Systems
Active Network Infrastructure / Information Systems	Aruba, Cisco, Dell, Microsoft, NetApp, Palo Alto Networks, VMWare
Electronic Security	Lenel, Genetec, Axis, Avigilon, PremiSys, S2, Valcom, DSX, Exacq
Passive Network Infrastructure / Structured Cabling	Belden, CommScope, Middle Atlantic, Panduit



CORPORATE PROFILE

Legal Entity Name:	Distinct Holdings, Inc.
Type of Organization:	Corporation
Business Name:	One Diversified, LLC (dba Diversified)
Corporate Headquarters:	37 Market Street Kenilworth, New Jersey 07033 (908) 245-4833 (908) 245-0011 (Fax)
Local Office:	9025 Boggy Creek Road, Suite 6 Orlando, FL 32824 (770)447-1001
Website:	www.diversifiedus.com
Year Established:	1993
Number of Employees:	2,000
Federal Tax ID:	42-1617340
DUNS:	08-080-0389
DUNS Rating:	4A2
Cage Code:	52FG0
NAICS:	238210, 334112, 334220, 334290, 334310, 334419, 541330, 541511, 541512, 541519, 541618, 541990, 811213
3-Year Revenue History:	2020 \$ 900,000,000. 2019 \$ 950,000,000. 2018 \$ 750,000,000.

Note: Diversified can provide audited financial reports, as required, upon completion of Diversified's Financial Confidentiality Agreement.

Project Contact Information:	Jimi Gonzalez Regional Director 321.243.6503 89025 Boggy Creek Road, Suite 6, Orlando, FL 32824 JiGonzalez@diversifiedus.com
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SUBCONTRACTOR STATEMENT

Diversified has included an allowance for an electrician to install power at the screen location. Other than an electrician, Diversified does not intend to utilize any subcontractors for this project. All engineering, installation, programming and commissioning will be performed by Diversified employees.

COMPARABLE PROJECTS

REFERENCE #1	City of Tucker
Engagement Value (Approx.)	\$200K
Completion Date	May 2020
Engagement Description	Entire facility relocation with large chamber and multi-use rooms with streaming and video capabilities. Several video enabled conference rooms and digital signage features.

REFERENCE #2	City of Dunwoody
Engagement Value (Approx.)	\$300K
Completion Date	May 2019
Engagement Description	Entire City Hall and Police Dept project. Design engagement and then implementation. Overflow options and multiple offices and standalone conference rooms

REFERENCE #3	City of Canton
Engagement Value (Approx.)	\$200K
Completion Date	November 2018
Engagement Description	Council Chambers move to historic facility. Zoom Enabled with recording and streaming features and super-user microphone control with matrix switching.



CLIENT / PROJECT REFERENCES

REFERENCE #1	United Technologies/ Carrier – Center for Intelligent Buildings
Client Contact Information	Austin Starbird 561.365.2000 Austin.Starbird@carrier.com
Engagement Value (Approx.)	\$3,607,490
Period of Performance	8 Months, not including Support Agreement
Engagement Description	New construction of a 5 story office building including a Customer Experience Center, 5-Way Divisible Conference Center, Briefing Center, IPTV, Conference Rooms, Sound Masking and 3 Year Support Agreement.

REFERENCE #2	Launch Credit Union
Client Contact Information	Mark Brewer 321.455.9400 rspoelstra@launchfcu.com
Engagement Value (Approx.)	\$487,600
Period of Performance	5 Months, not including Support Agreement
Engagement Description	Four (4) buildings, with ten rooms; consisting of (2) Boardrooms, (2) conference rooms, (4) training rooms, (2) meeting rooms. This was a complete design/build project. The systems included touchless video conferencing technology, a variety of automated features, ATC/VTC dialing, 86" interactive touch-enabled displays, projection system, custom boardroom table with in-table microphones & table boxes with retractable and a 1 Year Support Agreement.

REFERENCE #3	Duke Energy Northpoint 4th FL Office Audio/Video Upgrade
Client Contact Information	Daren Hamilton 727-820-5752 daren.hamilton@duke-energy.com
Engagement Value (Approx.)	\$84,330
Period of Performance	2 years, not including Support Agreement
Engagement Description	The 4th floor of the Northpoint office building was demolished and renovated. The project consisted of (7) Small meeting rooms, (2) medium conference rooms, (2) open collaboration areas, (2) Fault/DPAC Lab, (1) Café/Break Room, and (1) Elevator lobby. This was a complete design/build project. The systems included Bring Your Own Device (BYOD) video conferencing technology, Standard presentation rooms, All conference rooms incorporated auto on/off display functionality, and corporate digital signage.



COST PROPOSAL

Equipment	\$ 32,451.45
Professional Services	\$ 24,245.34
Freight	\$ 808.16
1 year Assurance Agreement	\$ 2,058.67
Grand Total	\$ 59,563.62



Bill of Materials and Labor Summary

Manufacturer	Product Name	Description	QTY	Unit Price	Ext Price
Audio-Technica	ATUC-50CU	Control unit for ATUC-50 Digital Discussion System	1.00	\$1,555.56	\$1,555.56
Audio-Technica	ATUC-50DU	Discussion unit for ATUC-50 Digital Discussion System	11.00	\$366.67	\$4,033.37
Audio-Technica	ATUC-M43H	Gooseneck microphone for ATUC-50 Digital Discussion System	11.00	\$137.78	\$1,515.58
Audio-Technica	ATW-1311/L	System 10 PRO Digital Wireless System includes: ATW-RC13 rack-mount receiver chassis, ATW-RU13 receiver unit, aTW0T1001 x2 Unipak transmitter and MT830cW x2 lavalier microphone	1.00	\$1,398.00	\$1,398.00
Audio-Technica	ATW-1322	System 10 PRO Digital Wireless System includes: ATW-RC13 rack-mount receiver chassis, aTW-RU13 x2 receiver unit and ATW-T1002 x2 Handheld transmitter	1.00	\$1,198.12	\$1,198.12
Audio-Technica	XLRW	Microphone input cable, 29.5" long terminated with locking 4-pin HRS-type connector for Audio-Technica wireless systems using UniPak transmitters	1.00	\$18.83	\$18.83
Audio-Technica	ATW-1301	System 10 PRO Digital Wireless System includes: ATW-RC13 rack-mount receiver chassis, ATW-RU13 receiver unit and ATW-T1001 UniPak transmitter	1.00	\$591.87	\$591.87
Audio-Technica	PRO47TL	Cardioid condenser thread-mount gooseneck microphone, 15.8" long	1.00	\$143.33	\$143.33
Draper	132180	Salara/HW, 109, 16:10, Contrast Grey XH800E, 110 V	1.00	\$565.78	\$565.78
Draper	121222	Low Voltage Control Module LVC-IV, 110 V	1.00	\$157.28	\$157.28
TecNec	IP-AA-8	battery charger	2.00	\$69.21	\$138.42
TecNec	90413-10	AA	2.00	\$19.99	\$39.98
WILLIAMS SOUND	C7-1 SYS 1	Single Perimeter Loop System. (1) C7-1N US loop driver, (2) PLR BP1 receivers, (2) EAR 022 earphones, (1) BAT KT6 dual drop in charger	1.00	\$2,262.67	\$2,262.67
Williams Sound	PLR BP1	Induction loop body-pack receiver. No earphones. No batteries.	5.00	\$108.33	\$541.65
Williams Sound	BAT KT6	3-volt, dual drop-in charger kit with (1) CHG 3502 dual-bay charger and (2) AA BAT 026-2 batteries.	3.00	\$59.28	\$177.84
QSC	CORE 110f	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1.00	\$2,155.56	\$2,155.56
FSR	IT-MM	Mic Mute Module w/ LED Drive and Switch Interface	1.00	\$65.72	\$65.72
EPSON	V11H985020	EPSON PowerLite 119W Projector, WXGA, 4000 Lumens	1.00	\$613.33	\$613.33



CRESTRON	CP4	4-Series Control System	1.00	\$1,111.11	\$1,111.11
CRESTRON	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	1.00	\$1,666.67	\$1,666.67
Audio-Technica	ATUC-50IU	Permanent installation version of the ATUC-50DU for use with the ATUC-50 Digital Discussion System	1.00	\$444.44	\$444.44
Black Magic	BMD-SWATEMTVSTU/HD	ATEM Television Studio HD	1.00	\$1,105.56	\$1,105.56
BLACK MAGIC	BDLKWEBPTR	Web Presenter	1.00	\$465.30	\$465.30
Black Magic	BMD-CONVNTRM/YA/RSH	Teranex Mini - Rack Shelf	1.00	\$121.11	\$121.11
Middle Atlantic	RK14	14SP (24.5") RACK, 16"DEEP	1.00	\$113.50	\$113.50
Middle Atlantic	RK-RR14	14SP(24.5")RAIL KIT R/BRK	1.00	\$23.50	\$23.50
Middle Atlantic	UPS-2200R	2200VA/1650W UPS	1.00	\$1,008.93	\$1,008.93
Chief	KITMA0305W	KIT, RSMAUW, CMS0305W, CMA395W	1.00	\$293.23	\$293.23
Crestron	HD-TXC-101-C-E	DM Lite – HDMI® over CATx Transmitter w/IR & RS-232, Surface Mount	1.00	\$222.22	\$222.22
Crestron	HD-RXC-101-C-E	DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount	1.00	\$222.22	\$222.22
CRESTRON	AMP-X300	X Series Amplifier	1.00	\$444.44	\$444.44
Lumens	VC-A61PW	4K IP PTZ Video Camera with 30x Optical Zoom (White)	2.00	\$1,772.22	\$3,544.44
Lumens	VC-WM12W	Wall Mount Shelf for Lumens (White)	2.00	\$62.61	\$125.22
Crestron	C2N-VEQ4	4-Channel Volume/EQ Control Module	1.00	\$500.00	\$500.00
Diversified	Design_Engineer	Design Engineering Services	16.00	\$116.00	\$1,856.00
Diversified	CAD_Designer	Drafting Services	16.00	\$73.00	\$1,168.00
Diversified	Programmer	Programming Services	20.00	\$88.00	\$1,760.00
Diversified	Pre_Install	Rack Fabrication Services	24.00	\$74.00	\$1,776.00
Diversified	Project_Admin	Project Administration/Coordination	5.00	\$68.00	\$340.00
Diversified	Custom_Labor_1	FL Field Eng	40.00	\$110.00	\$4,400.00
Diversified	Custom_Labor_2	FL Proj Mang	16.00	\$110.00	\$1,760.00
Diversified	Custom_Labor_3	FL Install	160.00	\$65.00	\$10,400.00
Diversified	Freight	Freight	1.00	\$808.16	\$808.16
Diversified	InstMaterials	Installation Materials	1.00	\$3,866.67	\$3,866.67
Diversified	ExpenseContingency	Electrician	1.00	\$785.34	\$785.34
Diversified	DGS-AssureCom-1YR	Commercial Assurance - 1 year, details specified in Proposal	1.00	\$2,058.67	\$2,058.67



OPTIONAL SERVICES OR DEVIATIONS

This proposal includes the requirements established in the RFP and Site Meeting. There are not any optional services and we have not deviated from the RFP.

HOURLY RATES

Labor Type	Description	Hourly Rate
Design_Engineer	Design Engineering Services	\$116.00
CAD_Designer	Drafting Services	\$73.00
Programmer	Programming Services	\$88.00
Pre_Install	Rack Fabrication Services	\$74.00
Project_Admin	Project Administration/Coordination	\$68.00
Custom_Labor_1	FL Field Eng	\$110.00
Custom_Labor_2	FL Proj Mang	\$110.00
Custom_Labor_3	FL Install	\$65.00

SCOPE OF WORK

As mentioned previously, our system was designed to make sure the following project goals are achieved:

- Improved video display and recording capabilities
- Improved audio capabilities
- Improved reliability
- Install and implement designed audio, video and sound system solution into the existing City Council Chambers.

The system has been designed to be as intuitive and simple as possible. An equipment rack for hardware will be located next to City Clerk/Recording desk location. The operator will use the touch panel to start the meeting which will automatically drop the screen, turn on the projector, set audio to pre-determined levels and unmute microphones. The operator will start and monitor the Facebook Live feed, choose video sources and cameras to be routed to the projector and live stream, and start the audio recording.

In order to meet these goals, the following equipment and functions is broken up into three main components: Audio Systems, Video systems, and Control Systems.

Audio Systems

The basis for the audio system is an Audio-Technica ATUC-50 discussion system. The system will contain one master module and 11 discussion units with gooseneck microphones. The system is expandable to 300 units to allow for expansion if needed. Control of system will be done with supplied Crestron control system, but it is fully configurable and adjustable with a web interface from an iPad.



The discussion system addresses several of the design requirements including:

- Gooseneck microphones with lighted rings for status
- Easily accessible button for talking/muting microphone



- An adjustable speaker built into the unit for participants to clearly hear other speakers (or headphone connection if needed)
- A chairman unit to over-ride other participants

Each unit's settings are saved (EQ, gain, levels) for each participant to minimize the need for someone to adjust the system before each meeting. The system has built in MP3 recording on USB drive for archiving and storage.

A separate wireless gooseneck microphone located on lectern will have remote muting function from chairman's location. An LED strip light on front of dias will show the status of the microphone so that participants and the chairman can see its status. The gooseneck will be battery powered as no electrical is available at lectern and rechargeable batteries will be provided.

Four wireless microphones, two handheld and two lavalier style will be used in room for flexibility of presenters and room participants. Rechargeable batteries and battery chargers for mics are included. Units will connect directly to a Digital Signal Processor (DSP) for room audio processing and telco interface will be used to maintain optimal audio quality in room and for remote streaming devices. This unit supports both analog and VOIP phone lines for flexibility.

An assisted listening system (ALD) will be installed per ADA requirements. A coil loop will be placed in ceiling crawlspace above audience seating area for hearing aid coil pickup. In addition, seven body packs will be available should an audience member request one. Wireless body pack units are battery powered and recharging stations are included with this system.

A Digital Signal Processor (DSP) for room audio processing and telco interface will be used to maintain optimal audio quality in room and for remote streaming devices. The unit supports both analog and VOIP phone lines for flexibility.

Existing ceiling speakers in room and lobby will be repurposed and left in their current locations. Volume and mute control of the individual zones will be done with touch panel.

Video Systems

The basis of the Video system is a Black Magic Television Studio HD switcher with a scaler, chroma key and audio sync. Setup and changes to unit are done with the existing client computer over the network. Source selection is done on front of unit with hard buttons for ease of operation. A Black Magic Web Presenter will take the output and stream it to Facebook Live. The Operator can view the stream and statistics of the stream on an owner furnished monitor at operators' location.



Two pan-tilt-zoom cameras located high on the walls will show either audience participants including lectern location or Council Chamber members. Five presets per camera will quickly move the cameras into the position the operator needs for close shots or cameras can be zoomed out to get a large area shot.

A new, 4,000 lumen video projector will replace the existing projector and display on an electric drop-down screen properly formatted for computer displays (16 x 10). Screen will be 109" diagonal and have black material on the back to help block out light for a brighter image on the front of the screen.



Control Systems

The basis of the control system is a network based solution that connects audio and video systems together for control from single touch panel. A central Crestron processor interfaces over the existing client network to the audio DSP, discussion system, Black Magic video units, cameras, and audio DSP to allow for adjustments to system. A battery backup unit will keep the Control system processor operational in the event of brown-out or brief power outage.



PROFESSIONAL REFERENCES

The following is just a small sample of the current customers with at least four years of ongoing professional services.

Google
Walmart
The Coca-Cola Company
The Home Depot
Florida Power & Light
Bank of America
JPMorgan Chase
Baptist Healthcare
Georgia Tech
Synovus
Newell Brands
MetLife
FedEx
Anthem
Epic Games
Univision
Facebook
Lowe's
Georgia Power
University of West Florida
Wells Fargo
Nissan
Siemens
Chevron
Citigroup
Eli Lilly



TECHNICAL SUPPORT FOR SYSTEM & BUSINESS CONTINUITY

While the reliance on technology is growing, the allocation of time and resources to service technology is not. ASSURANCE service helps you keep vital audio visual, collaboration, media, digital signage, information technology and security systems operating optimally.

We offer superior support by listening to your needs, understanding your goals and pain points, and delivering solutions to make your team and business more productive. We also ensure your solution is protected so you can have full confidence with your technology systems.

Help Desk / User Adoption Support	
Global Help Desk Support Tier 1	Unlimited
Support Escalation Tier 2/3	Unlimited
Rapid Initial Response	15 Min
Priority Queuing - Phone & Email	✓
Collaboration End-Point Support	✓
On-Site	
Guaranteed Response	✓
Unlimited Visits with Covered Travel Expenses	✓
Repair & Maintenance	
Annual Preventative Maintenance Visits	4
RMA Process Management for Manufacturer Equipment	✓
Replacement Part Coverage	✓
Lamp Coverage	Optional
Reporting	
Quarterly Reporting	✓



PAYMENT TERMS

Client accepts it will pay the fees outlined herein once an approved invoice is submitted. Both parties agree to the billing and payment frequency terms outlined below:

BILLING TERMS

Payment Schedule Line Item	Bill/Invoice Value	Payment Due Date
Deposit	50% of Total Fee	Due upon contract signing.
Progress Payment	30% of Total Fee	Due Net-30 days of invoice date.
Final Payment	Balance / 20% of Total Fee	Due Net-30 days of invoice date.

Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 30% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.



PROPOSAL ACCEPTANCE

Please review this for accuracy, and if you agree with the terms, please sign it and return to my attention, keeping a copy for your records.

Client	One Diversified, LLC
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AUTHORIZED <small>(Individual Authorized to Execute Agreement)</small>	SIGNATURE	DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE <small>(Individual Authorized to Execute Agreement)</small>	DATE OF ACCEPTANCE
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PRINTED NAME	PRINTED NAME
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EMAIL ADDRESS

PURCHASE ORDER PAYMENT

PURCHASE ORDER NUMBER	BILLING ADDRESS <small>(Street/Number, City, State, Zip)</small>
-----------------------	--

BILLING CONTACT NAME	DELIVERY SITE ADDRESS <small>(Street/Number, City, State, Zip)</small>
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BILLING CONTACT EMAIL	BILLING CONTACT PHONE
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New ACH and Wire Instructions

Please contact our Treasury department at 888.727.6274 for bank account confirmation. It is Diversified's policy to verify its banking information.

Account #: 3666013
 Domestic ACH/Wires Routing: 071000288
 Int'l Wires Swift Code (BIC): HATRUS44

New Remittance Address

Lockbox address: One Diversified, LLC – Lockbox, P.O. Box 95330, Chicago, Illinois 60694-5330

Overnight to: Conduent c/o BMO Harris
 LBX 95330
 141 W. Jackson Blvd., Suite 1000
 Chicago, Illinois 60604



EXHIBIT C – SUPPLEMENTAL FORMS

Attachment A

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the City of Belle Isle's policy that Minority/Women-Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, the City of Belle Isle requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the Contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such Contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: [Signature]

Title: Regional Director

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me this 26th day of March 2021 by _____

[Signature]
Signature of Notary Public
Exp- August 6, 2023





Attachment B

ATTACHMENT B

NON-DEBARMENT AFFIDAVIT

Jimi Gonzalez Being first duly sworn, deposes and says that:

He/She is Regional Director of One Diversified, LLC the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state, or local agency; and
2. The Respondent has not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the Contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: Jimi Gonzalez

Print Name: Jimi Gonzalez

Title: Regional Director

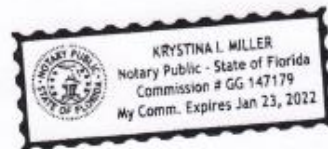
Date: _____

STATE OF FLORIDA) COUNTY OF Brevard

The foregoing Agreement was acknowledged before me this 29 day of March, 2021, by Jimi Gonzalez who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced FDI as identification.

NOTARY'S SEAL:
NOTARY PUBLIC, STATE OF FLORIDA

Krystina L. Miller
Name of Acknowledger, typed, printed, or Stamped





Attachment C

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

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

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

One Diversified, LLC

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached Proposal to be considered.



Attachment D

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Orange

Jimi Gonzalez being first duly sworn deposes and says that:

- (1) He/she is the Regional Director (Owner, Partner, Officer, Representative or Agent) of One Diversified, LLC the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by Agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful Agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]

Title: Regional Director

Company: One Diversified, LLC

STATE OF FLORIDA
COUNTY OF Orange

Sworn, to and subscribed before me this 21st day of March, 2021

By: [Signature]
Signature of Notary Public

Exp August 6, 2023



FP Audiosystem Replacement RFP 21-02



BIDDER'S CHECKLIST

BIDDERS CHECKLIST

	Initial
1. Letter of intent	VG
2. Firm's official contact information and firm's billing information	VG
3. Proposal Introduction, background, and objectives statement.	VG
4. Qualifications and experience.	VG
5. Proposed project approach.	VG
6. Completely addressed each item in Section 2.	VG
7. At least three (3) customer references enclosed (preferably governmental).	VG
8. Completed Supplemental Forms in Exhibit C.	VG
9. Information concerning system requirements and capabilities enclosed	VG
10. All questions concerning implementation and support were answered and enclosed.	VG
11. Components and Ongoing Support Costs break down all cost information for the entire system.	VG
12. Complete and enclose "Bidder's Checklist."	VG



TERMS AND CONDITIONS

This agreement (the “Agreement”) is made as of the date of signature below between One Diversified, LLC, (“Diversified”), and _____ (the “Client”). The parties agree as follows:

Diversified: Diversified shall provide the services and/or equipment ordered by Client in a professional and workmanlike manner and in accordance with generally accepted industry standards. As used throughout this Agreement, any services described in an accepted scope of work (a “SOW”), shall be referred to as the “Services; equipment described in an accepted SOW, shall be referred to as the “Equipment”). Diversified may provide additional services or equipment beyond those described in the SOW if the parties mutually agree in writing to such services. Services and/or equipment not specifically described in the SOW shall be the responsibility of Client or other third parties engaged by Client.

Client's Responsibilities: Client shall provide Diversified with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Diversified in order to perform the Services or deliver the Equipment. When available, Client must provide Diversified with up-to-date plans in the event they impact the Scope of Work. Diversified may rely on the accuracy and completeness of these items without any obligation of independent verification. Client will not be responsible for obtaining or paying for necessary permits from authorities with jurisdiction over the Services and/or Equipment unless Diversified provides written notification in the SOW stating otherwise.

Prevailing Terms and Conditions: By signing this Agreement, Client represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth in this Agreement.

Delivery, Title and Risk of Loss – Systems Integration Projects: In the case of a systems integration project with prefabrication at a Diversified integration facility, title and risks of loss of or damages to any Equipment will pass to Client upon Diversified's delivery of them to the Client's place of business. In the event the Client provides delivery services from Diversified's integration facility via their own chosen freight carrier, title and risk of loss and/or damage will pass F.O.B. point of shipment to Client and all claims for damage or loss of Equipment must be made directly to the Client's freight carrier.

Delivery, Title and Risk of Loss – Drop Shipments: In the case of drop shipments, delivery dates are approximate and are based upon prompt receipt of all necessary information from Client. Unless otherwise specified by Diversified or provided for in other signed agreements, delivery will be made, and title and risks of loss and/or damage will pass F.O.B. point of shipment to Client. All claims for damage or loss of Equipment must be made directly to the freight carrier.

Taxes: The prices for Services and Equipment indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Client shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. Diversified will invoice Client for any of these taxes Diversified is legally obligated to collect from Client.

Estimated Schedule and Delivery Time: Diversified shall use commercially reasonable efforts to render the Services and/or Equipment in accordance with any committed timetable set forth in the SOW. During the course of providing the Services and/or Equipment, events outside the reasonable control of Diversified (collectively, “Force Majeure Events”) may impact the completion schedule and Diversified shall not be held responsible for any such delays in meeting the completion schedule, failure to deliver or perform as a result of any delays resulting from any such occurrence. As used in this Agreement, Force Majeure Events include but are not limited to (i) any cause beyond Diversified's reasonable control, (ii) an act of God, act of Client, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Diversified to obtain necessary materials, components, services or facilities. Diversified will notify Purchaser promptly of any material delay excused by this clause and will specify the revised delivery date as soon as practicable.



Delays or movement in scheduled dependent predecessor tasks will not change the required minimum time for Diversified to complete their associated task/work. Diversified shall notify Client of any such delays within 48 hours.

Fees and Payment: Client shall pay Diversified the fees for Services and/or Equipment set forth on the invoice consistent with the payment term provisions set forth above. All payments are due to Diversified within thirty (30) days of the invoice date, unless otherwise specified in writing by Diversified. Payments more than 30 days past due will accrue interest at the lesser of 1.5% per month, or the maximum rate permitted by applicable law. Client shall reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

Payment Schedule Line Item	Bill/Invoice Value	Payment Due Date
Equipment-Only Sales	100% of Total Fee	Due upon delivery of Equipment to Client or Diversified staging facility.
	<i>Client will be billed for Equipment as it is delivered to Diversified staging facility or Client. If Equipment is shipped in installments, Client will receive multiple invoices. All equipment invoices are due in full upon receipt.</i>	
All Other Services		
Deposit	50% of Total Fee	Due upon contract signing.
Progress Payment	30% of Total Fee	Due Net-30 days of invoice date.
Final Payment	Balance / 20% of Total Fee	Due Net-30 days of invoice date.

Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 30% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.

Approval of Orders: This Agreement and all SOWs for Services or Equipment under this Agreement are subject to acceptance by Diversified including, if appropriate, approval by Diversified Credit Department. Upon request, Client will furnish Diversified such financial information as Diversified may reasonably request for this approval. Diversified may, in its sole discretion, cancel this Agreement at any time if Client fails to meet credit requirements established by Diversified.

Confidentiality: During the course of this Agreement, each party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other party (each, a "Receiving Party" when the recipient of Confidential Information, and a "Disclosing Party" when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's Confidential Information consists of its business plans and customer lists, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

Mutual Obligations: The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to



Confidential Information to those employees, officers, subcontractors and agents on a need to know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.

Exceptions: Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of either party in breach of this Agreement; (b) such information was received by the Receiving Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (c) such information was in the possession of the Receiving Party at the time of the disclosure, or (d) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Termination / Suspension of Contract: Either party may terminate this Agreement at any time upon not less than 30 days prior written notice to the other party. Client shall pay Diversified for all Services rendered and Equipment delivered up to the effective date of termination plus any associated restocking fees for materials that cannot be returned for credit. Diversified is not required to release any work product unless Client has made payment in full for the respective Services and/or Equipment. Diversified may terminate this Agreement or suspend the performance of the Services if Client fails to pay Diversified any invoice issued pursuant hereto. Diversified shall have no liability to Client or any third party as a result of any such suspension or termination.

Independent Contractors; No Agency: Each party is and shall act solely as an independent contractor. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way, or, to create the relationship of partners, principal and agent, or joint-venture partners between the parties.

Indemnification: Client shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Client shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.

Warranty; Limitation of Liability: except as specifically set forth in [LIMITED WARRANTY](#), diversified makes no warranties whether express, implied or statutory, regarding the services and/or equipment provided under this agreement. to the greatest extent permitted by law, diversified specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and those arising from a course of dealing, usage or trade practice. diversified shall not be liable for any indirect, punitive, special, incidental or consequential damages arising out of this agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in Atlanta, Georgia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.

Dispute Resolution: In case of any dispute arising or related to this Agreement, Diversified and Client, by mutual agreement, shall first attempt to resolve any dispute informally through mediation.



Mediation: Diversified and Client shall submit the dispute to executives selected by each party (a maximum of two persons for each party). These executives shall meet as often as necessary to gather and analyze information relevant to resolving the dispute and shall negotiate in good faith. All proposals and information exchanged as well as discussions during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings. If no settlement is reached in the informal dispute discussions, either party may, within thirty (30) days from the date of a written communication that the informal dispute process was unsuccessful, give notice to the other party that the noticing party wishes to pursue formal mediation throughout arbitration.

Arbitration: In the event that the parties cannot amicably resolve a dispute or damage claim through mediation, the parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Georgia shall apply to the arbitration proceedings. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. The parties agree that such arbitration is fully binding and agree to be so bound by the arbitrator's findings. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction.

Assignment: Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

Notice: Any notices required or permitted under this Agreement or required by law must be in writing and must be either: (i) delivered in person; (ii) sent by registered mail, return receipt requested; (iii) sent by overnight courier, (iv) or sent by facsimile, each case forwarded to the appropriate address set forth below.

If to Diversified:

Address:

Attention:

If to client:

Address:

Attention:

Non-Solicitation of Employees: Client agrees that during the provision of any Services as provided by Diversified under this Agreement and for a period of one (1) year after the termination of this Agreement, Client will not solicit or induce, directly or by use of a third party, any employee of Diversified leave his/her employ with Diversified. If Client violates this provision, Client shall pay Diversified a fee equal to fifty (50%) of such employee's then-current salary at Diversified.

Miscellaneous: This Agreement is the entire and integrated agreement between Client and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Client and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision



shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, including facsimile, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

Please review this for accuracy, and if you agree with the terms, please sign it and return to my attention, keeping a copy for your records.

<<parentaccountid_name>> One Diversified, LLC

AUTHORIZED (Individual Authorized to Execute Agreement)	SIGNATURE	DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE (Individual Authorized to Execute Agreement)	DATE OF ACCEPTANCE
PRINTED NAME			PRINTED NAME	